City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, October 24, 2023

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 23-679 Approval of the October 24, 2023 Regular City Council meeting agenda as written or with amendments.

Attachments: 10-24-23 Short Agenda.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 23-597 Approve a Resolution Amending the FY24 Budget, BAF#24-005, Accepting the Grant Revenue and spend, for the Opioid Settlement Agreement Funds, for a drug abuse prevention kit, a drug abuse prevention display, drug abuse prevention brochures, and a drug abuse prevention message board.

Attachments:
- Resolution 2021-126.pdf
- CityCounty funding 18 Year Projections (1).xlsx
- Fineline Printing quote (opioid).pdf
- Kendal Signs Quote.pdf
- Super Deluxe 645-Piece Red Ribbon Kit _ Positive Promotions.pdf
- Drug Abuse Consequences 3D Display – GTSimulators.com.pdf
- Budget Resolution FY 2024- ADA Compliant.docx
- BAF 24-005-A-PD-Accept Opioid Settlement Revenue (10-10-2023) Agenda 23

V.2 23-616 To Approve Task Order 2024-03 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management and Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole and Gravity Sewer Program Maintenance. Approve a Resolution Amending the FY24 Budget, BAF#24-020-T.

Attachments:
- Carollo FY24 Task Order 2024-03 Proposal.pdf
- Carollo COI Exp 7-4-24.pdf
- AGREEMENT.pdf
- Task Order 2024-03 (Carollo).pdf
- Budget Resolution FY 2023-119 ADA Compliant.docx
- BAF-24-020-T- UT Carollo Engineers Task Order Funding (10-24-23) Agenda 2

V.3 23-631 To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Reconditioning the existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and Retrofitting it to the UltraClean™ version for the Sellers Water Reclamation Facility with Parts and Supervision provided by Parkson Corporation of Fort Lauderdale, Florida, in the amount of $77,890.

Attachments:
- Parkson Sales Quote w Cocoa Exhibit.pdf
- solesourceresolution - Parkson.doc
- Parkson Sole Source letter.pdf
- Parkson Sales-conditions_update-210929.pdf
- E-Verify Contractor Affidavit_Parkson.docx.pdf

V.4 23-632 To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC. To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2024 Budget for Chemicals.

Attachments: Sole Source with Price 2023.pdf
Pre-Approved Confirmation Vendors List.pdf
Burnett Lime Co., Inc. COI Exp. 10.01.2024.pdf
FY24 Chemical Budget Exb A.pdf
Burnett Lime - Resolution to Waive Competitive Bidding.doc

V.5 23-633 Approve a Sole Source Resolution for Exemption from Competitive Bidding to purchase portable and mobile radios and to upgrade the Symphony Console equipment and programming services from Communications International for the Police Department and execute all applicable agreements for this purchase.

Attachments: Cocoa PD SDP.3- 10-3-2023.pdf
CPD QO0028162 XL185P 37 100223.pdf
CPD QO0028160 46 M185 100223.pdf
Resolution for Radios Exemption from Competitive Biding.doc
Ci Sole Source City of Cocoa 10092023.pdf

V.6 23-647 Approval of a Resolution Amending the FY2024 Budget Accepting the Bureau of Justice Assistance FY2023 Bulletproof Vest Partnership Grant, BAF#24-018-A, in the amount of $12,940 and transfer the Match Budget to Account Number 001-2100-521.52-38, Project Number GR2402.

Attachments: Budget Resolution FY 2023-127 ADA Compliant.docx
BAF 24-018-A-PD-Grant BPV 23 (10-24-23) Agenda 23-647.pdf

V.7 23-652 Approve Orlando Utilities Commission (“OUC”) Utility Easement (St. Cloud East - Magnolia Ranch North 230 kV Line).

Attachments: Item 185 Easement Package.pdf

V.8 23-661 Approve a Resolution Amending the FY24 Budget for the Fiske/Broadmoor Blvd Grant Project, BAF#24-009-A and #24-009-IFT.

Attachments: Budget Resolution FY 2023-128 ADA Compliant.docx
Tracking Sheet 24-009.pdf
BAF 24-009-A-PW-Fiske Blvd Grant (10-24-23) Agenda 23-661.pdf
BAF 24-009-IFT-PW-Fiske Blvd Grant (10-24-23) Agenda 23-661.pdf

V.9 23-669 Approval of the requested street closure outside the CBD on October 28, 2023.

Attachments: Greater St. Paul Road Closure.pdf

Breast Cancer Layout.pptx

V.10 23-671 Announcement of Councilmember Koss to Attend the Florida League of Cities IEMO II Conference from October 26, 2023 - October 28, 2023.

V.11 23-672 Announcement of Mayor Blake, Councilmember Goins and Councilmember Koss to Attend the Florida League of Cities Legislative Conference from November 29, 2023 - December 1, 2023.

MULTI-YEAR CONTRACTS:

V.12(b) 23-530 Approve participation in a Piggyback Agreement with Musco Sports Lighting LLC to provide Lights for the new multi-purpose field at Provost Park in the amount of $321,797 utilizing Clay County RFP 18/19-2. Approve a Resolution amending the FY24 Budget BAF#24-019-A to provide funding for this purchase. Authorize the City Manager to sign the related agreements and issue the purchase order.

Attachments: PBG-RFP-1819-02_ PiggyBack Const Rider.pdf

EXHIBIT 1 - RFP-1819-2 Clay County Award to Musco.pdf

EXHIBIT 2 - Musco Quote for Provost Park Improvements.pdf

Budget Resolution FY 2023-118 ADA Compliant.docx

BAF 24-019-A-PW-AFBP21 Provost Park Lighting (10-24-23) Agenda 23-530.p

V.13(b) 23-646

Approve Participation in a Multi-Year Piggy-Back Agreement with V.A. Paving, Inc. for Paving Services & Asphaltic Concrete Utilizing Brevard County's Bid B-6-23-70, Effective October 3,2023 through August 31, 2024 with renewals for four (4) each, one (1) year terms. Approve a Resolution Amending the Budget, BAF 23-015-A, through the use of Assigned Fund Balance AFBP22. Authorize the City Manager to Approve a Task Order/Purchase Order to V.A. Paving, Inc. utilizing this piggy-back contract to resurface various streets within the City Limits in the amount of $923,204. Approve a Contingency Resolution Authorizing the City Manager to issue Change Order(s) not to exceed $26,796. Authorize the City Manager to execute renewals.

Attachments:
- Construction Contingency Resolution.docx
- FULLY EXECUTED Standard Form for Piggyback Contract No. B-6-23-70 Pavi
- Bid_Tabulation.pdf
- Notice_of_Award.pdf
- SIGNED E-Verify Affidavit.pdf
- VA Paving Submittal B-6-23-70.pdf
- 100323 - VA Paving - FY24 - $479,221.73.pdf
- 101023 - VA Paving - FY23 - $443,982.24.pdf
- Budget Resolution FY 2024- ADA Compliant.docx
- BAF 24-015-A-PW-AFBP22 Paving (10-24-23) Agenda 646.pdf

V.14(b) **23-667**

Authorize the City Manager to contract for and issue payment for a one-time technology critical infrastructure purchase utilizing GSA Contract #GS-35F-303DA in an amount not to exceed $120,000, and further authorize the City Manager to contract for and issue payment for associated future maintenance, license, and cloud agreement extensions of up to $85,000 in the first renewal year (plus 5% each subsequent year) for the remainder of the useful life of the critical infrastructure.

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

Attachments:
- GS-35F-303DA-9-29-2023.PDF
- GS-35F-303DA Authorization Memo.pdf
- CONFIDENTIAL - Exhibit 1.pdf
- CONFIDENTIAL - Exhibit 2.pdf

VI. PUBLIC HEARINGS:

VI.1 23-673 Adopt on **SECOND READING** of Ordinance 21-2023, a Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District.

Attachments: Ordinance 21-2023.pdf
Exhibit A - Proposed Update to Regulating Plan.pdf
Exhibit B - 430 Brevard Av.pdf
Exhibit C - 430 Brevard Zoning.pdf
Exhibit D- 430 Brevard FLU.pdf
Exhibit E - 430 Brevard Zoning.pdf
LEGAL AD (ORDINANCE 21-2023).pdf

VI.2 23-674 Adopt on **SECOND READING,** Ordinance 20-2023, a Zoning Text Amendment on the Landscaping, Land Clearing, Tree Protection and Replacement Standards of the City Code, providing for a repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability and an effective date.

Attachments: Ordinance 20-2023.pdf
LEGAL AD (ORDINANCE 20-2023).pdf

VII. COUNCIL BUSINESS:

VII.1 23-635 Consider the Donation Application for the Brevard Schools Foundation's Jump Start Program in the amount of $1,000.

Attachments: Brevard School Foundation Donation App.pdf

VII.2 23-666 Consider the appointment of a Qualified Candidate to fill the vacancy and unexpired term of City Council District 3 Seat through November, 2024.

Attachments: 2023-117 (Declaring a Vacancy for City Council Seat #3).pdf
23-650.pdf
Barringer, Matthew Redacted.pdf
Boisvert, Don_Redacted.pdf
Sengel, Russell_Redacted.pdf
Weeks, Patricia_Redacted.pdf
Weiss, Marlene Redacted.pdf
Legal Ad 9434485.pdf

VIII. CITY BUSINESS:

IX. INFORMATIONAL AGENDA:

IX.1 23-665 FY 2023 September Budget Adjustment Report

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

IX.2 23-670 City Council Bi-Weekly Report (October 6 - 19, 2023)

Attachments: Council bi-weekly report.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, Interim City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.
Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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

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

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

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

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

Legislation Details (With Text)

File #:	23-679	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/19/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	Approval of the October 24, 2023 Regular City Council meeting agenda as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-24-23 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 19, 2023
Agenda Date: October 24, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through:
Requested Action:
Approval of the October 24, 2023 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the October 24, 2023 Regular City Council meeting agenda as written or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: October 24, 2023
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 24, 2023. (23-679)

2. Minutes:

III. Awards and Presentations:

IV. Delegations:

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

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

This Agenda may be Amended up until or at the Meeting

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY24 Budget, BAF#24-005, Accepting the Grant Revenue and spend, for the Opioid Settlement Agreement Funds, for a drug abuse prevention kit, a drug abuse prevention display, drug abuse prevention brochures, and a drug abuse prevention message board. (23-597). (Police Chief)

2. To Approve Task Order 2024-03 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management and Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole and Gravity Sewer Program Maintenance. Approve a Resolution Amending the FY24 Budget, BAF#24-020-T. (23-616). (Utilities Director)

3. To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Reconditioning the existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and Retrofitting it to the UltraClean™ version for the Sellers Water Reclamation Facility with Parts and Supervision provided by Parkson Corporation of Fort Lauderdale, Florida, in the amount of $77,890. (23-631). (Utilities Director)

4. To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC. To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2024 Budget for Chemicals. (23-632). (Utilities Director)

5. Approve a Sole Source Resolution for Exemption from Competitive Bidding to purchase portable and mobile radios and to upgrade the Symphony Console equipment and programming services from Communications International for the Police Department and execute all applicable agreements for this purchase. (23-633). (Chief of Police)

6. Approval of a Resolution Amending the FY2024 Budget Accepting the Bureau of Justice Assistance FY2023 Bulletproof Vest Partnership Grant, BAF#24-018-A, in the amount of $12,940 and transfer the Match Budget to Account Number 001-2100-521.52-38, Project Number GR2402. (23-647). (Chief of Police)

7. Approve Orlando Utilities Commission (“OUC”) Utility Easement (St. Cloud East - Magnolia Ranch North 230 kV Line). (23-652). (Utilities Director)

8. Approve a Resolution Amending the FY24 Budget for the Fiske/Broadmoor Blvd Grant Project, BAF#24-009-A and #24-009-IFT. (23-661). (Finance Director)

9. Approval of the requested street closure outside the CBD on October 28, 2023. (23-669). (Communication and Economic Development Director)

10. Announcement of Councilmember Koss to Attend the Florida League of Cities IEMO II Conference from October 26, 2023 - October 28, 2023. (23-671). (Interim City Clerk)

11. Announcement of Mayor Blake, Councilmember Goins and Councilmember Koss to Attend the Florida League of Cities Legislative Conference from November 29, 2023 - December 1, 2023. (23-672). (Interim City Clerk)

(B) Multi-Year Contracts:

12. Approve participation in a Piggyback Agreement with Musco Sports Lighting LLC to provide Lights for the new multi-purpose field at Provost Park in the amount of $321,797 utilizing Clay County RFP 18/19-2. Approve a Resolution amending the FY24 Budget BAF#24-019-A to provide funding for this purchase. Authorize the City Manager to sign the related agreements and issue the purchase order. (23-530). (Interim Public Works Director)

13. Approve Participation in a Multi-Year Piggy-Back Agreement with V.A. Paving, Inc. for Paving Services & Asphaltic Concrete Utilizing Brevard County’s Bid B-6-23-70, Effective October 3,2023 through August 31, 2024 with renewals for four (4) each, one (1) year terms. Approve a Resolution Amending the Budget, BAF 23-015-A, through the use of Assigned Fund Balance AFBP22. Authorize the City Manager to Approve a Task Order/Purchase Order to V.A. Paving, Inc. utilizing this piggy-back contract to resurface various streets within the City Limits in the amount of $923,204. Approve a Contingency Resolution Authorizing the City Manager to issue Change Order(s) not to exceed $26,796. Authorize the City Manager to execute renewals. (23-646). (Interim Public Works Director)

14. Approve a resolution authorizing the City Manager to contract for and authorize payment for a one-time technology critical infrastructure purchase utilizing GSA

Contract #GS-35F-303DA in an amount not to exceed $120,000, and further authorize the City Manager to contract for and authorize payment for associated future maintenance, license, and cloud agreement extensions of up to $85,000 in the first renewal year (plus 5% each subsequent year) for the remainder of the useful life of the critical infrastructure. (23-667). (Chief Technology Officer)

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

VI. Public Hearings:

1. Adopt on SECOND READING of Ordinance 21-2023, a Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District. (23-673). (Community Services Director)

2. Adopt on SECOND READING, Ordinance 20-2023, a Zoning Text Amendment on the Landscaping, Land Clearing, Tree Protection and Replacement Standards of the City Code, providing for a repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability and an effective date. (23-674). (Community Services Director)

VII. Council Business:

1. Consider the Donation Application for the Brevard Schools Foundation's Jump Start Program in the amount of $1,000. (23-635). (Administrative Services Director)

2. Consider the appointment of a Qualified Candidate to fill the vacancy and unexpired term of City Council District 3 Seat through November, 2024. (23-666). (City Manager)

VIII. City Business:

IX. Informational Agenda:

1. FY 2023 September Budget Adjustment Report. (23-665). (Finance Director)

2. City Council Bi-Weekly Report (October 6 - 19, 2023). (23-670). (Administrative Services Director)

X. Reports:

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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Legislation Details (With Text)

File #:	23-597	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	9/20/2023		**In control:**	City Council	
On agenda:	10/24/2023		**Final action:**		
Title:	Approve a Resolution Amending the FY24 Budget, BAF#24-005, Accepting the Grant Revenue and spend, for the Opioid Settlement Agreement Funds, for a drug abuse prevention kit, a drug abuse prevention display, drug abuse prevention brochures, and a drug abuse prevention message board. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2021-126.pdf CityCounty funding 18 Year Projections (1).pdf Fineline Printing quote (opioid).pdf Kendal Signs Quote.pdf Super Deluxe 645-Piece Red Ribbon Kit _ Positive Promotions.pdf Drug Abuse Consequences 3D Display – GTSimulators.com.pdf Budget Resolution FY 2024- ADA Compliant.pdf BAF 24-005-A-PD-Accept Opioid Settlement Revenue (10-10-2023) Agenda 23-597.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2023
Agenda Date: October 24, 2023
Prepared By: Susan L. Lambert, CAP, OM
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve a Resolution Amending the FY24 Budget, BAF#24-005, Accepting the Grant Revenue and spend, for the Opioid Settlement Agreement Funds, for a drug abuse prevention kit, a drug abuse prevention display, drug abuse prevention brochures, and a drug abuse prevention message board.

BACKGROUND:

On December 14, 2021, under agenda item 21-783, Council approved entering into a Memorandum of Understanding under Resolution 2021-126 with the State of Florida under the “Florida Plan” to participate in the Opioid Settlement agreement. This ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and that each and every city and county receives funds for the harm that it has suffered.

To date, the City of Cocoa has received $31,852.46 from the various distributors and has additionally

received another $252.35 in interest for these funds.

The Police Department is currently requesting to amend FY2024 budget to accept and spend these Opioid funds. We anticipate receiving another $71,605.32 sometime in September according to the Attorney General's website, however, we will return to Council and amend the budget at a later date to accept and spend those funds.

We are looking to purchase a super deluxe 645-piece red ribbon kit. Additionally, we are wanting to purchase a Drug Abuse Consequences 3D display. These two items would be purchased out of the opioid operating funds and would cost approximately $780.00. We would also want to purchase brochures that assist in prevention of drug abuse. These brochures would be $315.00 and would be purchased out of the opioid printing and binding. Finally, we would be looking to purchase a drug abuse prevention message board which would be purchased out of the machinery and equipment account and would cost $28,700.

STRATEGIC PLAN CONNECTION:

Public Safety

BUDGETARY IMPACT:

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

Amount Requested	$780
Account Number	_144-2100-521.52-00___PD22OS
Account Name	_Law Enforcement/Operating Supplies

Amount Requested	$315
Account Number	_144-2100-521.47-00___PD22OS
Account Name	_Law Enforcement/Printing and Binding

Amount Requested	$28,700
Account Number	_144-2100-521.64-00___PD22OS
Account Name	_Law Enforcement/Machinery & Equipment

Source of Funds: __X__ Reserves Source:Fund Balance
____ Transfer Acct #:_001-0000-389.99-50
$29,795___PD22OS

PREVIOUS ACTION:

Council previously approved entering into a MOU on December 14, 2021 under agenda item 21-783.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY24 Budget, BAF#24-005, Accepting the Grant Revenue and spend, for the Opioid Settlement Agreement Funds, for a drug abuse prevention kit, a drug abuse prevention display, drug abuse prevention brochures, and a drug abuse prevention message board.

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RESOLUTION NO. 2021-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY OF COCOA TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN FOR THE ALLOCATION AND USE OF PROSPECTIVE SETTLEMENT DOLLARS FROM OPIOID RELATED LITIGATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa, Florida, ("City") has suffered harm from the opioid epidemic; and

WHEREAS, the City recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and the City is not a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, the City, and every other Florida city and county; and

WHEREAS, the City Council finds that 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, as follows:

SECTION 1. That the Cocoa City Council finds that participation in the Florida Plan would be in the best interest of the City and its citizens in that such a plan ensures that almost all

of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That the Cocoa City Council hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That the City Manager is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That the City Manager is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the City Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The City Clerk is hereby directed to furnish a certified copy of this Resolution to the Florida League of Cities, directed to:

Attorney General Ashley Moody
c\o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of December, 2021.

Michael C. Blake, Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

CITY OF COCOA SEAL FLORIDA

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. ''Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

City/County Funding Projections

City/County Fund Total Adjusted*	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18
Distributors	$ 7,325,179.15	$ 6,304,622.95	$ 8,513,747.86	$ 8,513,747.86	$ 8,513,747.86	$ 10,957,977.13	$ 12,893,184.96	$ 12,893,184.96	$ 12,893,184.96	$ 10,833,241.18	$ 10,833,241.18	$ 10,833,241.18	$ 10,833,241.18	$ 10,833,241.18	$ 10,833,241.18	$ 10,833,241.18	$ 10,833,241.18	
Janssen	$ 7,634,552.64	$ 4,961,182.23	$ 7,934,591.73	$ 8,858,798.32	$ 1,094,895.78	$ 1,656,698.63	$ 1,656,698.63	$ 2,117,462.37	$ 2,117,462.37	$ 2,117,462.37								
Teva	$ 4,840,662.48	$ 3,180,209.33	$ 523,484.33	$ 523,484.33	$ 523,484.33	$ 855,574.95	$ 855,574.95	$ 855,574.95	$ 855,574.95	$ 855,574.95	$ 855,574.95	$ 855,574.95	$ 2,626,725.00	$ 2,626,725.00	$ 2,626,725.00			
CVS	$ 336,666.67	$ 2,811,666.67	$ 2,811,666.67	$ 2,811,666.67	$ 2,811,666.67	$ 3,636,666.67	$ 3,636,666.67	$ 3,636,666.67	$ 3,636,666.67	$ 3,636,666.67	$ 3,636,666.67	$ 3,636,666.67	$ 3,636,666.67	$ 3,636,666.67	$ 3,636,666.67	$ 3,636,666.67	$ 3,636,666.67	$ 3,636,666.67
Allergan	$ 718,636.36	$ 1,404,886.35	$ 1,404,886.35	$ 1,404,886.35	$ 1,404,886.35	$ 1,633,636.35	$ 1,633,636.35	$ 1,633,636.35	$ 1,633,636.35	$ 1,633,636.35	$ 1,633,636.35							
Walgreens	$ 486,666.67	$ 3,974,166.67	$ 3,974,166.67	$ 3,974,166.67	$ 3,974,166.67	$ 5,136,666.67	$ 5,136,666.67	$ 5,136,666.67	$ 5,136,666.67	$ 5,136,666.67	$ 5,136,666.67	$ 5,136,666.67	$ 5,136,666.67	$ 5,136,666.67	$ 5,136,666.67	$ 5,136,666.67	$ 5,136,666.67	$ 5,136,666.67
Walmart		$ 25,341,503.38																

Select your subdivision from drop list below.
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**Subdivision	Percentage	Distributed December 2022	Distribute 2023	Distribute 2024	Distribute 2025	Distribute 2026	Distribute 2027	Distribute 2028	Distribute 2029	Distribute 2030	Distribute 2031	Distribute 2032	Distribute 2033	Distribute 2034	Distribute 2035	Distribute 2036	Distribute 2037	Distribute 2038	Distribute 2039	
Cocoa	0.1492454114230 89%	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	
	Distributors	$ 10,932.49	$ 9,409.36	$ 12,706.38	$ 12,706.38	$ 12,706.38	$ 16,354.28	$ 19,242.49	$ 19,242.49	$ 19,242.49	$ 16,168.12	$ 16,168.12	$ 16,168.12	$ 16,168.12	$ 16,168.12	$ 16,168.12	$ 16,168.12	$ 16,168.12	$ -	
	Janssen	$ 11,394.22	$ 7,404.34	$ 11,842.01	$ 13,221.35	$ 1,634.08	$ 2,472.55	$ 2,472.55	$ 3,160.22	$ 3,160.22	$ 3,160.22	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Teva	$ 7,224.47	$ 4,746.32	$ 781.28	$ 781.28	$ 781.28	$ 1,276.91	$ 1,276.91	$ 1,276.91	$ 1,276.91	$ 1,276.91	$ 1,276.91	$ 1,276.91	$ 3,920.27	$ 3,920.27	$ 3,920.27	$ -	$ -	$ -	
	CVS	$ 502.46	$ 4,196.28	$ 4,196.28	$ 4,196.28	$ 4,196.28	$ 5,427.56	$ 5,427.56	$ 5,427.56	$ 5,427.56	$ 5,427.56	$ 5,427.56	$ 5,427.56	$ 5,427.56	$ 5,427.56	$ 5,427.56	$ 5,427.56	$ 5,427.56	$ 5,427.56	
	Allergan	$ 1,072.53	$ 2,096.73	$ 2,096.73	$ 2,096.73	$ 2,096.73	$ 2,438.13	$ 2,438.13	$ 2,438.13	$ 2,438.13	$ 2,438.13	$ 2,438.13	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Walgreens	$ 726.33	$ 5,931.26	$ 5,931.26	$ 5,931.26	$ 5,931.26	$ 7,666.24	$ 7,666.24	$ 7,666.24	$ 7,666.24	$ 7,666.24	$ 7,666.24	$ 7,666.24	$ 7,666.24	$ 7,666.24	$ 7,666.24	$ 7,666.24	$ 7,666.24	$ 7,666.24	
	Walmart	$ -	$ 37,821.03	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Total Yearly Distribution	$ 31,852.50	$ 71,605.32	$ 37,553.94	$ 38,933.28	$ 27,346.01	$ 35,635.66	$ 38,523.86	$ 39,211.53	$ 39,211.53	$ 36,137.16	$ 32,976.95	$ 30,538.82	$ 33,182.18	$ 33,182.18	$ 33,182.18	$ 29,261.91	$ 29,261.91	$ 13,093.80	$ 630,690.72

***Amounts listed are projections until funding is received**
****Amounts listed include funds allocated from other subdivisions**

Regional/Abatement Funding Projections

Regional/Abatement Fund Total Adjusted *	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18
Distributors	$ 35,888,672.84	$ 25,642,141.47	$ 31,533,141.23	$ 31,533,141.23	$ 31,533,141.23	$ 29,281,272.34	$ 30,134,098.23	$ 30,134,098.23	$ 30,134,098.23	$ 24,603,346.68	$ 24,603,346.68	$ 24,603,346.68	$ 23,879,130.60	$ 23,879,130.60	$ 23,879,130.60	$ 21,706,482.36	$ 21,706,482.36	
Janssen	$ 24,164,159.36	$ 14,461,285.45	$ 21,914,631.93	$ 24,231,309.77	$ 4,769,794.08	$ 4,207,991.23	$ 3,679,492.32	$ 4,690,100.81	$ 4,990,745.56	$ 4,555,526.50								
Teva	$ 15,182,370.73	$ 9,758,223.82	$ 2,673,623.82	$ 2,673,623.82	$ 2,673,623.82	$ 2,341,533.20	$ 2,046,341.55	$ 2,046,341.55	$ 2,046,341.55	$ 1,987,303.22	$ 1,987,303.22	$ 1,987,303.22	$ 5,824,795.00	$ 5,824,795.00	$ 5,824,795.00			
CVS	$ 6,457,777.78	$ 10,582,777.78	$ 10,582,777.78	$ 10,582,777.78	$ 10,582,777.78	$ 9,757,777.78	$ 8,535,555.56	$ 8,535,555.56	$ 8,535,555.56	$ 8,291,111.11	$ 8,291,111.11	$ 8,291,111.11	$ 8,046,666.67	$ 8,046,666.67	$ 8,046,666.67	$ 7,313,333.33	$ 7,313,333.33	$ 7,313,333.33
Allergan	$ 3,501,363.61	$ 4,645,113.60	$ 4,645,113.60	$ 4,645,113.60	$ 4,645,113.60	$ 4,416,363.60	$ 3,861,818.15	$ 3,861,818.15	$ 3,861,818.15	$ 3,750,909.06	$ 3,750,909.06							
Walgreens	$ 9,107,777.78	$ 14,920,277.78	$ 14,920,277.78	$ 14,920,277.78	$ 14,920,277.78	$ 13,757,777.78	$ 12,035,555.56	$ 12,035,555.56	$ 12,035,555.56	$ 11,691,111.11	$ 11,691,111.11	$ 11,691,111.11	$ 11,346,666.67	$ 11,346,666.67	$ 11,346,666.67	$ 10,313,333.33	$ 10,313,333.33	$ 10,313,333.33
Walmart	$ 75,154,824.84																	

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Subdivision	Percentage	Distributed April 2023**	Distribute 2023	Distribute 2024	Distribute 2025	Distribute 2026	Distribute 2027	Distribute 2028	Distribute 2029	Distribute 2030	Distribute 2031	Distribute 2032	Distribute 2033	Distribute 2034	Distribute 2035	Distribute 2036	Distribute 2037	Distribute 2038	Distribute 2039	
Brevard County	3.878799180443960%	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	
	Distributors	$ 1,392,049.55	$ 994,607.17	$ 1,223,107.22	$ 1,223,107.22	$ 1,223,107.22	$ 1,135,761.75	$ 1,168,841.16	$ 1,168,841.16	$ 1,168,841.16	$ 954,314.41	$ 954,314.41	$ 954,314.41	$ 926,223.52	$ 926,223.52	$ 926,223.52	$ 841,950.86	$ 841,950.86	$ -	
	Janssen	$ 937,279.22	$ 560,924.22	$ 850,024.56	$ 939,883.84	$ 185,010.73	$ 163,219.53	$ 142,720.12	$ 181,919.59	$ 193,581.00	$ 176,699.72	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Teva	$ 588,893.67	$ 378,501.91	$ 103,704.50	$ 103,704.50	$ 103,704.50	$ 90,823.37	$ 79,373.48	$ 79,373.48	$ 79,373.48	$ 77,083.50	$ 77,083.50	$ 77,083.50	$ 225,932.10	$ 225,932.10	$ 225,932.10	$ -	$ -	$ -	
	CVS	$ 250,484.23	$ 410,484.70	$ 410,484.70	$ 410,484.70	$ 410,484.70	$ 378,484.60	$ 331,077.06	$ 331,077.06	$ 331,077.06	$ 321,595.55	$ 321,595.55	$ 321,595.55	$ 312,114.04	$ 312,114.04	$ 312,114.04	$ 283,669.51	$ 283,669.51	$ 283,669.51	
	Allergan	$ 135,810.86	$ 180,174.63	$ 180,174.63	$ 180,174.63	$ 180,174.63	$ 171,301.88	$ 149,792.17	$ 149,792.17	$ 149,792.17	$ 145,490.23	$ 145,490.23	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Walgreens	$ 353,272.41	$ 578,727.61	$ 578,727.61	$ 578,727.61	$ 578,727.61	$ 533,636.57	$ 466,835.03	$ 466,835.03	$ 466,835.03	$ 453,474.72	$ 453,474.72	$ 453,474.72	$ 440,114.41	$ 440,114.41	$ 440,114.41	$ 400,033.49	$ 400,033.49	$ 400,033.49	
	Walmart	$ 2,915,104.73		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Total Yearly Distribution	$ 6,572,894.67	$ 3,103,420.24	$ 3,346,223.22	$ 3,436,082.51	$ 2,681,209.39	$ 2,473,227.70	$ 2,338,639.01	$ 2,377,838.49	$ 2,389,499.89	$ 2,128,658.14	$ 1,951,958.41	$ 1,806,468.18	$ 1,904,384.08	$ 1,904,384.08	$ 1,904,384.08	$ 1,525,653.86	$ 1,525,653.86	$ 683,703.00	$ 44,054,282.81

*Amounts listed are projections until funding is received

Anthony Marchica

From: Fineline Titusville <titusville@finelineprint.com>
Sent: Monday, June 12, 2023 1:40 PM
To: Anthony Marchica
Subject: Quote for Brochures

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hello Commander,

Here is the quote that Julia gave you over the phone:

Brochures 8.5x11 on 100 lb. Gloss Text with Full Color, 2-sided, bi- folded or tri-folded

1000- $315.00

Please let me know if you have any questions.

Thank You,

Kristin

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Winter Park, FL 32789

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Titusville, FL 32780

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PD2205

kendalSIGNS

DESIGN • FABRICATION • INSTALLATION

Customer City of Cocoa		**Contact:** Commander Tony Marchica	
Billing:	1226 W. King St. Cocoaq, Fl. 32922	**Phone:**	321-626-3754
Project:	Message Center LED trailer	**Fax:**	
E-mail:	amarchica@cocoapolice.com	**Date:**	9/13/2023

PROPOSAL / CONTRACT

SCOPE OF WORK:

Fabricate 1 new tow behind trailer with 4 jacks for support. Trailer will include a generator, hydraulic lift, trailer box and

two 3' x 8' 10mm full color led message centers. Message centers to have wi-fi communication and they come with a 5 y

warranty. Warranty on generator will be limited to the manufacturers warranty. $28,700.00

Option for cellular communication add - $1,500

Permit acquisition
Engineering
Actual permit cost from the city or county billed upon completion

Sub-total ######## Tax Total $28,700.00 Deposit

Terms and Conditions: A deposit of 50% of the total is due upon acceptance of job. Any job that includes an electronic message center requires a 60% deposit. Balance is due upon installation. Any payments not received in a timely manner by Kendal Signs, shall bear interest from the due date at the rate of 18% per annum, with a $50 late fee assessed per month for the past due accounts until paid in full. All signage to remain property of Kendal Signs until paid in full. Customer's failure to submit prompt final payment following installation as per plan shall constitute default. The client / buyer agrees to pay all cost in the event of default of payment by the client / buyer, including reasonable attorney's fees. The client / buyer hereby grants Kendal Signs the right of entry into and on the property of the client / buyer for the purpose of retaking possession of

RESPECTFULLY SUBMITTED BY: E-MAIL:

Notes: Kendal Signs will complete all work as per plan. Customer shall be assessed a lost trip charge if site is not ready upon crew's arrival. Pricing based upon 120 volt primary power to sign location by others. Substandard soil conditions (ex: coquina, rock, large roots, water, pipes, etc.) or fascias (ex: steel beams) are additional. All additions, changes or errors that require additional time, labor or materials will be charged at Kendal Signs standard pricing. Kendal Signs reserves the right to apply minor final adjustments and revisions to any sign designs that is deemed in our sole discretions to benefit the sign's operation andd / or overall appearance.

Product Warranty: Kendal Signs' standard warranty is as follows: One (1) year on materials, finishes, general workmanship; includes parts and labor. One (1) year on ballasts and transformers; includes parts only; labor to be billed as extra. Ninety (90) days on neon; includes parts and labor. Thirty (30) days on fluorescent lamps; included parts and labor. Warranties for specialty prducts such as electronic message centers (LED displays) issued separately.

ACCEPTANCE OF PROPOSAL: The above price(s), specifications and conditions are satisfactory and are hereby accepted. I authorize Kendal Signs to perform the work as specified. I agree to make payments as outlined above.

DATE OF ACCEPTANCE | PRINTED NAME | SIGNATURE

kendalSIGNS

DESIGN • FABRICATION • INSTALLATION

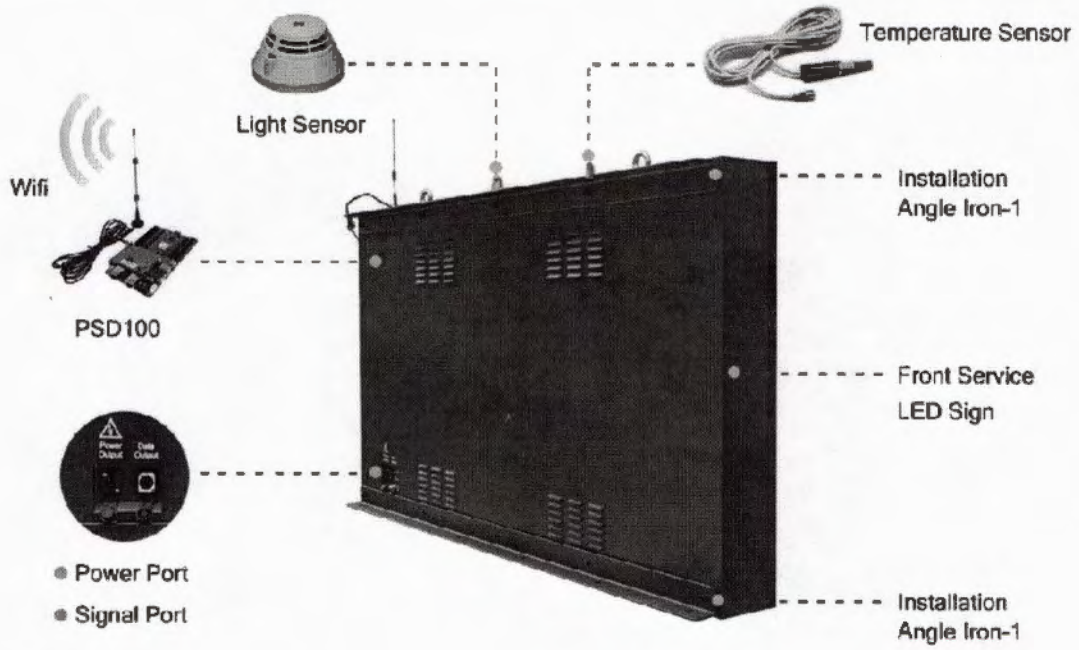
Communications Options:	Wireless/Ethernet/4G/5G
Software/EMC programming:	Local and Cloud-Based

Additional Info:
Capable of multiple image formats and full motion video.
Optional Temp and brightness probe.
Software and training included
5 Year parts and in house warranty

kendalSIGNS

DESIGN • FABRICATION • INSTALLATION

Outdoor Front Service 1FtX1Ft Module 6ft(W)*4ft(H) screen			
Pixel Pitch	10.16mm	Driving IC	MBI5124
Pixel Density/㎡	9,604 dots	Refresh Rate	≥ 1920 Hz
LED Configuration	1R1G1B DIP 346	Brightness	≥ 10000 cd/㎡
Module Size	304.8mm*304.8mm	Power Consumption	Avg: 127w/sqm
	1ft * 1ft		Max: 381w/sqm
Module Resolution	30*30 dots	Gray Level (Colors)	16.7million
LED	Multi Color	Viewing Angle (H/V)	120°/65°
Panel size (WxH)	Customized	Lifespan	100000Hours
Cabinets Materials	Aluminum/	Operating Temperature	-20℃~+60℃
Cabinets Weight	80kg	IP Rating	IP65
Cabinets Pixel Density/㎡	21600	Control System	Novastar/Linsn
Minimum Viewing Distance	10m	**Warranty**	**5years**
Driving Mode	1/3	Certification	CCC,CE,RosH,ETL,UL



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Super Deluxe 645-Piece Red Ribbon Kit

Item # VP-8981

☆☆☆☆☆Write a review



peace-of-mind DELIVERY

1 Select Quantity

Pricing - Need more? Call 877-258-1225 for pricing beyond quantity shown

Reg: ~~$225.75~~

Sale Price:**$169.99**

Minimum Order Quantity: 1

0 @ $169.99:	$0.00
Setup Fee:	$0.00
Upcharge:	$0.00

Total: Quantity is too low

Please add at least 1 items

Sign in to start/continue a quote

Description

- **Save 25% off individually priced items!**
- All the drug- and bully-prevention incentives you need to hold a successful Red Ribbon Week event
- **Kit includes:**
  - 5 Drawstring Backpacks
  - 10 Flying Discs
  - 10 Water Bottles
  - 10 Sunglasses
  - 10 Earbuds in Microfiber Pouch
  - 100 Sparkle-Foil Pencils
  - 100 Temporary Tattoos
  - 100 Gold Foil-Stamped Self-Stick Ribbons
  - 100 Bookmarks
  - 200 Stickers On A Roll
- 645 items in all!
- Each item features one of our exclusive designs that encourage kids to live happy, healthy lives

Product Specifications

Minimum Order Quantity: 1

Imprint Specifications

Production Time: Ready to ship in 5 business days

Powered by YOTPO

WRITE A REVIEW

☆☆☆☆☆

★★★★★

BE THE FIRST TO WRITE A REVIEW

RELATED PRODUCTS

NEW



Red Ribbon Week 20-Piece Scratch & Win Pack
ITEM VP10168
SALE! $46.55
~~$57.95~~

NEW



Red Ribbon Week 60-Piece Raffle/Value Pack
ITEM RP-580
SALE! $135.95
~~$162.95~~

NEW



I've Got Better Things To Do Than Drugs 300-Piece Theme Kit
ITEM VP10167
SALE! $58.95
~~$69.95~~



Celebrate Red Ribbon Week, Not Just For A Week, But For Life 300-Piece Theme Kit
ITEM VP-6510
SALE! $58.95
~~$69.95~~

NEW



Be Saf
Free! 3
SA

September Events

Sep, 2023	National Campus Safety Awareness Month	Sep, 2023	National Preparedness Month
Sep 10-16, 2023	International Housekeepers Week	Sep 10-16, 2023	Healthcare Environmental Services & Ho
Sep 10-16, 2023	National Truck Driver Appreciation Week	Sep 17-28, 2023	National Rehabilitation Awareness Week
Sep 17-23, 2023	National Surgical Technologists Week		

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ESTIMATE

DATE: 9/20/2023
QUOTATION: **23455**
TERMS: NET 30
VALIDITY: 10/20/2023
REP: AA

CUSTOMER ADDRESS:

COCOA POLICE DEPARTMENT
ATTN.: SUSAN L. LAMBERT - 321-637-6305
1226 W. KING STREET
COCOA, FL 32922
SLAMBERT@COCOAPOLICE.COM

QTY	ITEM#	DESCRIPTION	EST. SHIP.	LIST PRICE	DISC PRICE	TOTAL
1	HE-78928	THE CONSEQUENCES OF DRUG ABUSE 3D DISPLAY	2 - 4 weeks aro	518.00	488.00	488.00
	S&H - QUOTE	FREIGHT CHARGES to zip 32922 - DISCOUNTED (A Shipping Value of $99.00)			87.00	87.00
		FL TAX EXEMPT				
		Sales Tax			0.00%	0.00

FEIN # 65-0388540 / GSA Contract # 47QREA18D000M

TOTAL **$575.00**

PRODUCT AVAILABILITY is subjected to change until order has been confirmed.
PRICE MATCH: We are committed to provide our customers LOW PRICES. If you find a lower advertised price on an identical product, please allow us the opportunity to price match by presenting the competitor's ad or an official price estimate.
PRICES AND QUANTITIES: The prices quoted are based on the total quantities of all the products requested, and may vary if only partial orders are placed.
SALES TAX: If applicable, please provide us with a copy of your Tax Exemption Certificate to waive the Sales Tax.
PAYMENT TERMS: We do accept Official Purchase orders with NET 30 days for payment after shipping confirmation.
Please mention Quote number and Email it to orders@gtsimulators.com or Fax P.O. to (954) 252-2181 to expedite shipment.

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RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

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

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

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Budget Workshop assembled on the 10 day of October, 2023

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-005-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 09/20/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 29,795	144-0000-389.99-50	PD22OS	Fund Balance Reserves	$ 0	$ 0	$ 29,795	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 29,795	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 780	144-2100-521.52-00	PD22OS	Law Enforcement/Operating Supplies	$ 0	$ 0	$ 780	$ 0
$ 315	144-2100-521.47-00	PD22OS	Law Enforcement/Printing & Binding	$ 0	$ 0	$ 315	$ 0
$ 28,700	144-2100-521.64-00	PD22OS	Law Enforcement/Machinery & Equipment	$ 0	$ 0	$ 28,700	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 29,795	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The budget needs to be amended so that we can accept and expend the opioid settlement revenue to educate and prevent drug abuse. Agenda 23-597

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/10/23 RESOLUTION #:

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

Susan Lambert Digitally signed by Susan Lambert Date: 2023.09.20 11:22:06 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.09.21 12:39:35 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Evander Collier Digitally signed by Evander Collier Date: 2023.09.21 11:18:36 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.04 08:41:59 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	23-616	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	9/28/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	To Approve Task Order 2024-03 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management and Coordination, Technical Support and Review, SCADA Maintenance, Long -Term Strategic Planning, and Manhole and Gravity Sewer Program Maintenance. Approve a Resolution Amending the FY24 Budget, BAF#24-020-T. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Carollo FY24 Task Order 2024-03 Proposal.pdf Carollo COI Exp 7-4-24.pdf AGREEMENT.pdf Task Order 2024-03 (Carollo).pdf Budget Resolution FY 2023-119 ADA Compliant.pdf BAF-24-020-T- UT Carollo Engineers Task Order Funding (10-24-23) Agenda 23-616.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	September 28, 2023
Agenda Date:	October 24, 2023
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve Task Order 2024-03 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management and Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole and Gravity Sewer Program Maintenance. Approve a Resolution Amending the FY24 Budget, BAF#24-020-T.

BACKGROUND:

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

As part of the development of the asset management team and as support to SFO in maintaining the City's sewer collections system as a whole, the City of Cocoa has requested that Carollo Engineers,

Inc. assist SFO in prioritizing asset repair and replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions. The services under this task order will include providing project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance. Staff along with assistance from Carollo Engineers, Inc. will manage the efforts required to determine the scope of work necessary for repair and replacement of sewer collections infrastructure. BAF #24-020-T is necessary to transfer adequate funds into the proper general ledger account as the full amount of the task order was not budgeted due to the timing of contract award and budget adoption.

Staff requests approval of FY 2024 Task Order 2024-03 with Carollo Engineers, Inc. in the amount of $233,570.00.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes Partially
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested:	($33,570)
Account Number:	421-4125-536.46-00
Account Name:	Repair and Maintenance
Amount Requested:	$33,570
Account Number:	421-4125-536.31-03
Account Name:	Repair and Maintenance
Total Amount Requested:	$233,570
Account Number:	421-4125-536.31-03
Account Name:	Engineering Services

PREVIOUS ACTION:

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

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

On October 13, 2020, City Council approved Task Order 2021-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management

Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance.

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

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

RECOMMENDED MOTION:

To Approve Task Order 2024-03 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management and Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole and Gravity Sewer Program Maintenance. Approve a Resolution Amending the FY24 Budget, BAF#24-020-T.

TASK ORDER NO. 2024-03

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 31st day of July 2023, in connection with: FY2024 Sewer Field Operations and Division Support (PROJECT).

A. PROJECT UNDERSTANDING

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

B. SCOPE OF WORK

Task 1 – Project Management and Coordination

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

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

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

Task 2 – Technical Support and Review

Task 2.1 Technical Support

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

Task 2.2 O&M Manual Updates

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

Task 2.3 Collection System Condition Assessment Assistance

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

Task 3 – SCADA Maintenance

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

Task 4 –Long-Term Strategic Planning

Task 4.1 CIP Oversight

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

Task 4.2 Infiltration and Inflow Field Data Collection

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

Task 4.3 Wastewater Sampling Data Collection Analysis

The ENGINEER will conduct a study to estimate the amount of chloride and conductivity reduction that may be possible by making repairs in the sewer basins evaluated during this study. Based on the I&I reduction typically seen (based on values cited in available literature), an estimate of possible chloride and conductivity reduction in the sewer basin will be estimated. This estimate will utilize water quality sampling information provided by the OWNER. The OWER will collect and analyze the samples at regular intervals at specific locations as described in the sampling protocol prepared by the ENGINEER for the analysis. The ENGINEER will aid in the sample collection effort if requested. If the OWNER is unable to analyze the samples, a certified laboratory will be utilized, and the budget for services would be included as an amendment.

Task 4.4 Limited Infiltration and Inflow Study

The ENGINEER will utilize the data collected above to estimate the Rainfall Derived Infiltration and Inflow (RDII) entering the sewer system and the potential chloride and conductivity reduction based on the sampling efforts. ENGINEER will develop a short technical memorandum with the details of the results.

Task 5 – Manhole and Gravity Sewer Program Maintenance

This task aims to support the OWNER's currently scheduled program to rehabilitate the OWNER's gravity sewer manholes and gravity sewer pipes. The ENGINEER will perform limited field investigations as part of this project. The ENGINEER will rely on data provided by the OWNER for this task. The ENGINEER will coordinate with the OWNER, the manhole rehabilitation services, and pipe lining providers via recurring coordination calls throughout the rehabilitation programs. The ENGINEER will coordinate with the OWNER to review and update the manhole lining program for FY24-25. ENGINEER will also review payment applications and provide comments to the OWNER.

C. REIMBURSABLE EXPENSES

The ENGINEER will procure the equipment required for the SFO team to utilize in the long term for the collection system. Equipment may include pressure loggers, level sensors, tipping rain buckets or other miscellaneous equipment. The total amount budgeted is $10,000.00 for equipment. At the request of the OWNER additional equipment can be purchased under an amended scope.

D. DELIVERABLES

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

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

E. SCHEDULE

The time periods for the performance of ENGINEER's Services will commence upon the issuance of a written notice-to-proceed and continue through September 30, 2024.

F. COMPENSATION

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

Reimbursable expenses shall be billed at actual costs in accordance with the Agreement referenced above. The Upper Limit of this Task Order shall be $233,570.00 based on the estimate provided in Exhibit 1.

G. TERMS AND CONDITIONS

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

H. TERMS OR PROVISIONS IN CONFLICT

If the provisions set forth in the Agreement are in conflict with the provisions set forth in the Task Order, the provisions of this Task Order shall govern.

I. EFFECTIVE DATE

This Task Order No. 03 is effective as of the 2nd day of October 2023.

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

CAROLLO ENGINEERS, INC.	OWNER
Accepted this 29th day of September 2023.	
By: 	By:
Scott Richards, P.E., Vice President	Stockton Whitten, City Manager
By: 	
Elisabetta Natale, P.E., Associate	

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee **FY2024 Sewer Field Operations and Division Support** **Engineering Services**		**Assistant Professional ES I**	**Assistant Professional ES II**	**Professional ES III**	**Professional ES IV**	**Project Professional ES V**	**Lead Project Professional ES VII**	**Senior Professional ES VIII**	**Principal Professional ES IX**	**Admin/Clerical**	**Word Processing**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**
	Labor Rate	$ 130.00	$ 145.00	$ 160.00	$ 180.00	$ 195.00	$ 250.00	$ 275.00	$ 295.00	$ 85.00	$ 105.00		
TASK	TASK DESCRIPTION												
1	PROJECT MANAGEMENT AND COORDINATION												
1.1	Project and Program Management				52	10				16	12	90	$ 13,930.00
1.2	Subconsultant Work Coordination				14							14	$ 2,520.00
	Subtotal Task 1	0	0	0	66	10	0	0	0	16	12	104	**$ 16,450.00**
TASK													
2	TECHNICAL SUPPORT AND REVIEW												
2.1	Technical Support							12	2			14	$ 3,890.00
2.2	O&M Manual Updates			32	12	12		12	4			72	$ 14,100.00
2.3	Condition Assessment			32	42			4	4			82	$ 14,960.00
	Subtotal Task 2	-	-	64	54	12	-	28	10	-	-	168	**$ 32,950.00**
TASK													
3	SCADA MAINTENANCE												
3.1	Lift Station Programming						204					204	$ 51,000.00
	Subtotal Task 4	-	-	-	-	-	204		-	-	-	204	**$ 51,000.00**
TASK													
4	Long-Term Strategic Planning												
4.1	CIP Oversight				24	12		24	4			64	$ 14,440
4.2	Infiltration and Inflow Field Data Collection	20	20	20	21			8				89	$ 14,680
4.3	Wastewater Sampling Data Collection and Analysis	12	16	40	12			16				96	$ 16,840
4.4	Limited Infiltration and Inflow Study	10	10	40	30	8		16				114	$ 20,510
	Subtotal Task 5	42	46	100	87	20	-	64	4	-	-	363	**$ 66,470**
TASK													
5	MANHOLE AND GRAVITY SEWER PROGRAM MAINTENANCE												
5.1	Review of Payment Applications	10	20		16	6						52	$ 8,250.00
5.2	On-Site Services	30	40	40	20							130	$ 19,700.00
5.3	Coordination and Technical Support	10	10	20	20	14		8	2			84	$ 15,070.00
5.4	Manhole Lining CIP FY 24-25 Update	8	8	12	12	8					8	56	$ 8,680.00
	Subtotal Task 6	58	78	72	68	28	-	8	2	-	8	322	**$ 51,700.00**
	Total Project Hours and Labor Costs (CAROLLO ENGINEERS INC.)	**100**	**124**	**236**	**275**	**70**	**204**	**100**	**16**	**16**	**20**	**1,161**	**$ 218,570.00**
Equipment													$ 15,000.00
	TOTAL NOT-TO-EXCEED FEE												**$ 233,570.00**

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=12385761&GUID=FAA1A777-5523-4889-8B10-E0D85E960D9B* is a secure document that has been embedded in this document. Double click the pushpin to view.



CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

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

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

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

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

pursuant to this Agreement.

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

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

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

(321) 433-8698 Fax

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

38.0 E-VERIFY

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

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

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

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

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

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

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

ATTEST:

By: _____ for
Carie Shealy, City Clerk

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

By: _____

Print Name/Title: Project Manager/ Associate

EXHIBIT A
ENGINEER'S RATE SCHEDULE

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

CITY OF COCOA

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

SCHEDULE OF PROPOSED RATES

CAROLLO ENGINEERS INC.

Individual classification for personnel hourly rates are as follows:

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

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

Notes:

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

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

EXHIBIT B
RFQ Q-23-13-COC

REQUEST FOR QUALIFICATIONS (RFQ)

City of Cocoa, Florida
ENGINEERING SERVICES
FOR
WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS

BID NO. Q-23-13-COC

Published Wednesday, February 22, 2023

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CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

1. INTRODUCTION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications from qualified engineering firms in the state of Florida to provide the City with assistance regarding the anticipated design, permitting, and construction projects for the Wastewater System. The City's objective is to select one engineering firm (also referred to herein as "Consultant") to serve as the engineering firm that will be required to assist the City in design, permitting, and any other engineering related services for the Wastewater System.

The City reserves the right, at its sole discretion, to select among the Respondents of this RFQ, or through other bidding procedures, other engineering/consulting firms to handle identified Wastewater System projects if the City deems it in the City's best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act (CCNA) process as mandated in F.S.287.055 and the City of Cocoa Purchasing Policy.

RFQ DUE DATE & TIME: Tuesday, April 11, 2023. Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 3:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining the time that packages are received and for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope or package. Respondent shall mark response envelope: **RFQ No. Q-23-13-COC ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS.** Respondent's name and return address must be clearly identified on the outside of the envelope.

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-VIII. Submittal requirements are further detailed in part 8 of this RFQ. Each section will be separated using divider tabs and bound. Three (3) additional paper copies are to be provided along with a USB drive containing a complete electronic copy of the submittal in pdf format must also be included.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The RFQ and any Addendums are available online using the Vendorlink bidding platform at https://www.myvendorlink.com/. Users will be required to sign up for a free account in order to access the solicitation material.

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Brian Dale, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833 or purchasing@cocoafl.gov. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Brian Dale, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via e-mail to purchasing@cocoafl.gov. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response. **The deadline for questions is Wednesday, March 15, 2023 at 5:00pm.**

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

2. STANDARD TERMS & CONDITIONS

1.1. ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the Respondent only intends to respond for the contract in its entirety.

1.2. ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the Contract.

1.3. AWARD - Award shall be generally made to the engineering firms that demonstrate technical capability while most closely meeting the City's needs according to the evaluation criteria and factors designated in the solicitation and under the CCNA. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondent(s) negotiating acceptable terms under an Engineering Services Contract. **While not included as part of the ranking of Respondent(s) in the CCNA process**, **Respondents are hereby notified that should a Respondent be selected to negotiate a Contract with the City, the City will be paying significant attention to cost of services being offered. The successful Respondents shall be**

those that are not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place. If the City pursues competitive negotiations with your firm and the City can not agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a Contract or rejected all of the proposals at its sole discretion.

2.1. OTHER AGENCIES – All Bidder(s) awarded contracts as a result of this RFQ may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

2.2. CONFLICT OF INTEREST - The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or Contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or Contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

2.3. CONSULTANT'S PROJECT MANAGER AND PROJECT ENGINEER – The Consultant will designate a Project Manager and Project Engineer in their submittal response to the RFQ. Both of these positions shall be qualified licensed professional engineers in the State of Florida. The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of Services to be performed under this Contract. The Project Engineer shall be the lead technical resource on the assigned projects responsible for technical elements of the design and quality control. Replacement (including reassignment) of said Project Manager or Project Engineer shall not be made without the prior written approval by the City.

2.4. DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

2.5. DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a Consultant, supplier, sub-consultant, or consultant under any Contract with any public entity, and may not transact business with any public entity.

2.6. ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's qualifications and ability to fulfill the requirements of the RFQ.

2.7. F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

2.8. INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

2.9. INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

2.10. INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential Respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

2.11. NON-DISCRIMINATION - The successful Respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

2.12. PATENTS AND COPYRIGHTS - The Respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements. Also, the City and any Federal awarding agency funding any part of the Contract with the successful Respondent reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City and Federal Government purposes the copyright in any work developed under the Contract any rights of copyright that the Respondent has purchased ownership with funding from the Contract. In addition, with respect to any discovery or invention which arises or is developed in the course of or under any Contract with the City, the City shall retain ownership rights to any patent based on such discovery or invention unless otherwise agreed to by the City's City Council.

2.13. PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established Contract prices. Invoicing in variance with this will subject the Contract to cancellation. The City shall make payment to the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Consultant when requested to do so by the using City department. Unless otherwise directed in the Contract for services, **all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.**

NOTE:ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

2.14. PUBLIC ENTITY CRIMES - As required by section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or

consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

2.15. PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes (The Public Records Law). Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFQ response and under any awarded Contract shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City (and if any part of any Contract awarded under this RFQ is funded by the Federal government, the Federal Grantor agency, the Comptroller General of the United States), or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any Contract awarded under this RFQ for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes final payment under the Contract awarded under this RFQ and all other pending matters are closed by the City.

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

2.16. TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.

2.17. TERMINATION FOR CAUSE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall be subject to termination in the event that the Respondent breaches the Contract, or Respondent fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Respondent is declared bankrupt or insolvent, or Respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the Respondent, terminate the right of the Respondent to proceed under the Contract, and may hold the Respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Respondent under the Contract shall, at the option of the City, become the City's property and the Respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Respondent, and the City may withhold

any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Respondent can be determined.

2.18. TERMINATION FOR CONVENIENCE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the Contract by giving written notice to the Respondent thirty (30) days prior to the effective date of such cancellation.

2.19. TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

2.20. TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any Respondent, they will only be considered trade secrets in accordance with Florida law. Respondent must mark any trade secret information submitted to the City as Confidential prior to such submittal. If a Respondent fails to submit a claim of trade secrets to the City before obtaining the City's Contract, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (section 119.01, Florida Statutes).

3. SPECIAL CONDITIONS

3.1. ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective Respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Vendorlinkathttps://www.myvendorlink.com/. Respondents are responsible to check this location for updates.

3.2. COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

3.3. INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent (Consultant) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of Contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant shall indemnify, hold harmless and defend the City of Cocoa and its elected and appointed officers, agents, officials, attorneys, representatives and

employees (hereinafter the "City") from and against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to reasonable attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agent(s), vendors, representatives, servants, employees, or other persons employed or utilized by the Engineer in the execution, performance or non- performance or failure to adequately perform Consultant's obligations pursuant to this RFQ and any subsequent contract, including any Task Order.

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

3.4. LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of Contract award:

"The City desires to enter into this Contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Contract, so that the City's liability for any breach never exceeds the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this Contract with the knowledge that the Respondent's recovery from the City to any action or claim arising from the Contract is limited to a maximum amount of the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 768.28, Florida Statutes. Nothing contained in this paragraph or elsewhere in this Contract 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."

3.5. PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental Contract and issuance of an appropriate amendment to the Contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Respondent. The City will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

3.6. REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City

reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

3.7. TERMS: Contracts awarded and entered into under this RFQ shall be contracts for continuing engineering services under which project or task orders will be issued subject to deadlines mutually agreed to by the parties. The term of any Contract will not exceed three (3) years with two (2) two (2) year renewals. However, the City will reserve the right to extend the Contract beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ or as otherwise deemed necessary in the best interests of the City at the City's sole discretion. Selected Consultants will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the consultant.

3.8. TRUTH-IN-NEGOTIATIONS: Pursuant to section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, Florida Statutes for CATEGORY FOUR, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

3.9. PROHIBITION AGAINST CONTINGENT FEES: Each contract entered into by the City for professional services must contain a prohibition against contingent fees, which reads as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For each breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

4. STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and must name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the City **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

4.1. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms Contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

4.2. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total Contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000.00 and with a deductible not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

4.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in a minimum amount of $3,000,000.00 per occurrence and in the aggregate, with a deductible not greater than $50,000.00.

4.5. 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 or "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 chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

4.6. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

5. GENERAL INFORMATION

The City is requesting Statements of Qualifications (known as "the proposal") from qualified consulting firms in the state of Florida. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ or through other procedures, other engineering/consulting firms to handle component parts of the anticipated utility projects if the City deems it in the City's best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

The engineering firm selected will serve as the City's consultant for its wastewater collection, treatment, and disposal systems including, but not limited to, the services described in the Scope of Services. The selected consultant will enter into a three (3) year Contract with two (2) optional two (2) year renewals with the City if recommended by City staff after successful contract negotiations and approved by City Council in its sole discretion. However, the Consulting Professional Services Agreement shall be subject to termination for convenience by the City. The City reserves the right to select one or more consultants. Once under Contract, the City will award work on a task order basis to the contracted engineering firm. The City reserves the right to award task orders at the City's sole discretion as it deems to be in the City's best interest.

The selected engineering firm will be required to enter into an Engineering Continuing Services Contract in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City, in its sole discretion, to be fair, competitive and reasonable. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the consultant. Respondents are required to list and introduce by resume and during presentations all lead members of their team and there will be specific requirements for the engineering firm's selected project manager and project engineer.

6. SCOPE OF SERVICES

Background:

The City's wastewater and reclaimed water systems serve a population of approximately 19,000 people within the 4,400-acre service area. An average of approximately 2.2 million gallons per day (MGD) of wastewater is generated in the service area, collected in approximately 74 miles of gravity sewer and 50 miles of force mains, and pumped by 57 publicly-owned lift stations to the Jerry Sellers Water Reclamation Facility (WRF), which is a biological nutrient removal facility with tertiary treatment. Reclaimed water produced at the WRF is stored on-site in two 1.5-million-gallon (MG) ground storage tanks (GST), one 5-MG GST, and is distributed through approximately 80 miles of reclaimed water mains including an off-site elevated storage tank. The City has multiple methods to provide supplemental reclaimed water during dry periods, or reject excess reclaimed water during wet weather events.

Scope:

The selected engineering firm may be asked to perform any engineering services related to the wastewater system. The engineering services that are required shall include, but are not limited to, the following:

1. Engineering evaluation and design of reclaimed and wastewater piping (including yard piping and collection system piping), pump stations (including lift stations and plant pump stations), coatings (including piping and structures), internal and external piping condition assessment, disposal methods, supplemental wells, biosolids disposal, electrical components, treatment facility components and processes with significant focus on modifications, refurbishments, maintenance, expansions, structural analyses, and other treatment facility improvements. Professional services may require the need for the following engineering disciplines: civil, environmental, mechanical, structural, electrical, instrumentation and controls, and others.
2. Design Services
    a. 30 percent design completion submittals
    b. 60 percent design completion submittals
    c. 90/100 percent design completion submittals
    d. Value engineering and coordination with Construction Managers at Risk (CMARs)
3. Bidding and Procurement Support Services
4. Construction Phase Services
    a. Engineering Services during construction such as shop drawing review, responses to requests for information, and progress meeting management, coordination with CMARs
    b. Periodic site visits
    c. Testing
    d. Certification of Construction
    e. Record Drawings
    f. Resident Engineer, if required
    g. Construction Management and Inspection, if required
    h. Startup assistance/training
5. Design, support, and implementation for SCADA services and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Plant is currently using VTSCADA for their SCADA platform.
6. Planning to include: long-term master planning and Capital Planning Improvement development and support for the wastewater system, validation, prioritization, scheduling, probable cost determinations, and coordination with various planning agencies
7. Permitting Services to include items such as:
    a. Permit compliance related to wastewater, reclaimed water, supplemental ground water, and surface/storm water supplies
    b. Plant Operating Permit Renewals and/or Updates as needed
8. Environmental impact assessments, including wetlands monitoring, associated with the development and operation of wastewater facilities
9. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of wastewater facilities
10. Plant process assessments and investigation services
11. Asset management and condition assessment assistance including operation and maintenance studies. The plant utilizes a computerized maintenance management system

and the Field Operations group utilizes GIS software to track asset management and maintenance functions
12. Cost Estimating Services
13. Planning Evaluations/Studies
14. O&M Manual Preparation, if required
15. Wastewater system hydraulic modeling to include gravity, force, and reclaimed water mains
16. GIS Support
17. Materials Testing
18. Bench/Pilot testing when necessary
19. Geotechnical Investigations
20. Surveying Services
21. Assistance in communication with equipment vendors and suppliers and analysis of equipment recommendations/evaluation
22. Grants Assistance and state/federal funding assistance
23. Miscellaneous services including public relations assistance, design review, and program management services
24. Additional services as requested

NOTE: Any of the services referenced above may be tasked to the selected engineering firm or another engineering or consultant selected by the City at its sole discretion. The City reserves the right to solicit proposals for any project and award a Contract for consulting services for such project separate and apart from the Contract entered into pursuant to this RFQ.

7. NOT USED

8. RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit ONE (1) original marked "ORIGINAL", One (1) USB copy, and Three (3) paper copies of the proposal must be received by the City of Cocoa on or before 3:00 P.M., Tuesday, April 11, 2023

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-VIII. Each section will be separated using divider tabs and bound. A USB drive containing a complete electronic copy of the submittal in pdf format must be included.

Respondents must include the following information in their proposal:

RFQ Submittal Acknowledgement: Respondent will complete the acknowledgement and agree to the terms and conditions therein.

Section 1 - Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ. **(Limited to 2 pages)**

Section 2 - Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page. **(Limited to 2 pages)**

Section 3 - Company/Firms and Subconsultant Qualifications and Capabilities: The Company Qualifications and Capabilities section of the proposal shall be **limited to four (4) typewritten pages**. The purpose of this section is to provide a brief discussion of Respondent's business history and description of the firm's abilities and capabilities to perform Tasks described in the RFQ. The section should also include a summary of current and projected workload of the project team including the designated project manager and project engineer and statements addressing the following:

1) Responsiveness of the prime firm to satisfy the requirements of this RFQ, especially the Scope of Services and Minimum Qualifications set forth in Section 6 and 7;
2) The sufficiency of the financial resources and ability of the firm's personnel to perform the Contract or service;
3) Whether the firm has performed similar Contracts within the time and budget specified, without delay or interference;
4) The character, integrity, reputation, judgment, experience and efficiency of the firm;
5) The previous and existing experience and compliance by the firm with the laws and ordinances relating to the scope of services;
6) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
7) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

Section 4 - Project Team Qualifications and Experience: The Project Team Qualifications and Experience section of the proposal will be **limited to 8 pages** and shall include the following:

- Provide an overview of the project team qualifications and experience **(Limited to 1 page)**
- Provide an organizational chart designating Consultant's Principal-In-Charge, Project Manager, Project Engineer, Key Personnel and any sub-consultants. **(Limited to 1 page)**
- **Prepare Form A for the Proposed Project Manager**. Form A requires the consultant to provide three (3) projects demonstrating the proposed project manager's experience. List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in similar project description, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text.
- **Prepare Form B for the Proposed Project Engineer.** List up to three (3) similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in similar project description, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED in the Organizational Chart. The Proposer shall ensure that the basic description of the similar project, including all

required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text.

Section 5 - Past and Present Experience and Performance on Projects. The experience and performance on Projects section of the proposal will be **limited to 6 pages** and shall include the following:

- Provide a summary of project team's experience on projects **(Limited to 1 page)**
- **Prepare Form C for the Proposed Project Team.** List up to five similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely matches the scope of work in this RFQ. The Respondent(s) shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. **(Limited to 5 pages as Form C)**

Section 6 - Project Approach: The purpose of the Project Approach is to provide preliminary insight into how the Respondent would sequence work, manage multiple projects, effectively communicate with the City, provide quality assurance and quality control, and provide innovative ideas and approach. **(Limited to 3 pages)**

Section 7 - Resumes: Resumes of key personnel on the project team indicating specific skills and experience related to the scope of work of the RFQ. **(Limited to 5 pages)**

Section 8 - Required Proposal Submittal Forms and Statements: This section of the proposal is where the following forms and statements will be located. Use the RRQ form template where provided

1) Location **(form provided)** The Company/Firm's office, and the residences of both the Project Manager, Project Engineer shall reside within 75 miles of the City of Cocoa defined as City Hall, 65 Stone Street, Cocoa, Florida. Section 7 will require only the Affidavit of Project Manager and Project Architect or Engineer Location
2) Affidavit of Existing or Prior Contracts with the City **(form provided)**
3) Affidavit of Other Applicable Mandatory Criteria **(form provided)**
4) Scrutinized Company Certification **(form provided)**
5) Drug Free Workplace Form **(form provided)**
6) Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions **(form provided)**
7) Non-Collusion/Lobbying Certification **(form provided)**
8) Organizational Information **(form provided)**
9) E-Verify Affidavit **(form provided)**
10) FEMA Rider **(form provided)**
11) Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement **(form provided)**
12) Business Reference List **(form provided)**
13) Standard Terms and Conditions/Special Condition Modification Requests **(Proposer provided letter detailing exceptions)**
14) Copy of business licenses
15) Certificates of Insurance (see RFQ terms 4.1-4.6)
16) If applicable, Minority Business Enterprise certification

These materials will not be counted against the submittal's total page limit provided that they are all collected under a separate tabbed section of the submittal and labeled 'Required Proposal Forms and Statements'.

Written Response to the RFQ: When compiling the responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals **should NOT be permanently bound**; should allow flat storage; and sections should be compiled in the sequence list above. **The Maximum number of pages shall be 33 pages**, not including tabs/dividers nor Section 8 the "Required Proposal Submittal Forms and Statements" section.

9. RFQ TIMELINE

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

Solicitation Schedule

STEP	STAGE	DATE
1	RFQ Issued and Advertised	February 22, 2023
2	Deadline for Respondent Questions	March 15, 2023
3	Responses/Addendum Issued by City	March 29, 2023
4	RFQ Submission Deadline	April 11, 2023
5	Short List Selected for Presentations (if required)	April 27, 2023
6	Presentations (if required)	May 10, 2023
7	Final Ranking and Recommendation of Firms by Advisory Selection Committee	May 12, 2023
8	City Council consideration of ASC Recommendation and City Council's decision regarding Contract Negotiations	May 23, 2023
9	Contract Award by Council if negotiations successful	July 11, 2023

10. PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to Respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firms can be clearly identified by review of the written submittals alone, then the Advisory Selection Committee may schedule presentations.

If the City chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held before the Advisory Selection Committee at a duly noticed meeting which may be open to the public. Minutes of the meeting will be prepared and the meeting shall be tape recorded in accordance with s. 286.0113, Florida Statutes. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and Respondents will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. Respondents are required to be available for the presentations and top members of the Respondent's team that will be working on and supervising the project are also expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductory presentation by the Respondent (5 Minutes); (2) Questions and Answers between members of the ASC and the Respondent (10 Minutes); and (3) Brief closing remarks by the Respondent (5 Minutes). The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Advisory Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFQ.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set forth in this RFQ.

After the presentations, the Advisory Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the Advisory Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Advisory Selection Committee and make selection of Consultants for contract negotiations and the award of any and all Contracts under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

11. EVALUATION PROCEDURE AND CRITERIA

All responses will be subject to a review and evaluation process under the CCNA procedure set forth in the Florida Statutes. It is the intent of the City that all engineering firms and consultants responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these

documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

1- Firm's Qualifications (Section III) – 23 Points

2- Project Team's Qualifications (Section IV, VII) – 25 Points

3- Experience and Performance (Section V) – 25 Points

4- Project Approach (Section VI) – 10 Points

5- Location of Firms Office, Project Manager and Project Engineer (Section VIII) – 15 Points

The Project Manager, the Project Engineer, and their office should reside within 75 miles of the City of Cocoa City Hall. If any listed above are located outside of the 75-mile radius, then zero points will be awarded.

6- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. (2 Points)

The City may, at its discretion, seek clarification of any aspect of a Consultant's submittal. Selection shall be made of the Consultants that demonstrate capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria and factors designated herein. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondents negotiating acceptable terms under a Consulting Professional Services Agreement. **While not part of the ranking part of the RFQ process**, **Consultants are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm or firms until the City has awarded a contract or rejected all the proposals at its sole discretion.

While the City intends to enter into a contract with the most qualified Consultant, subject to successful negotiation of acceptable terms of a contract, the City reserves the right to supplement the number of selected Consultants and enter into further additional contracts should certain areas of requested engineering expertise either (1) not be offered at all by the most qualified Consultant; or (2) if there are not an adequate number of engineering firms offering certain areas of expertise, in the City's sole discretion and determination.

12. OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section VIII):

1)The firm is licensed to practice in Florida and said license is in good standing.

2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.
3) The firm adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

RFQ SUBMITTAL ACKNOWLEGDEMENT

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:

Wednesday, February 22, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:

Tuesday, April 11, 2023, 3:00PM

PURCHASING DIVISION CONTACT:
Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING **AND SUBMIT THIS FORM WITH YOUR PROPOSAL**	
Vendor Name: Address: City, State, Zip: Primary Contact: Phone Number: E-Mail Address: FEIN Number:	List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies, and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-13-COC**

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

Addendum Acknowledgements [List addenda number and date]:

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

Name of Respondent

Title

Authorized Signature

Date

SECTION I – COVER LETTER

SECTION II – TABLE OF CONTENTS

SECTION III – FIRM'S QUALIFICATIONS

SECTION IV – PROJECT TEAM'S QUALIFICATIONS

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 of 3)

Proposed Project Manager: Name: _____

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)

Proposed Project Manager: Name: _____

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)

Proposed Project Manager: Name: _____

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1of 3)

Proposed Project Engineer: Name: _____

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)

Proposed Project Engineer: Name: _____

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)

Proposed Project Engineer: Name: _____

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

SECTION V - PROJECT EXPERIENCE

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C: PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 2 of 5)

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C: PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 3 of 5)

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C: PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 4 of 5)

4. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C: PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 5 of 5)

5. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

SECTION VI – PROJECT APPROACH

SECTION VII – RESUMES

SECTION VIII – OTHER REQUIRED FORMS

BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1.Company Name_____
Contact Name and Title_____
Address _____
Phone Number _____
Duration of Contract or business relationship_____
_____
_____
_____
_____

2.Company Name_____
Contact Name and Title_____
Address _____
Phone Number _____
Duration of Contract or business relationship_____
_____
_____
_____
_____

3. Name_____
Contact Name and Title_____
Address _____
Phone Number _____
Duration of Contract or business relationship_____
_____
_____
_____
_____

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. **Current domicile of Project Manager:**

Name	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

2. **Current domicile of Project Engineer:**

Name	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

3. Firm's Office Location:

Company	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

Authorized Signatory	**Name of Proposer**
Typed or Printed Full Name	**Date**
Title	

On this _____ day of _____, 20__, before me appeared (name)_____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)_____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF _____

CITY OF _____

BEFORE ME**,** the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing

and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4. I am familiar with the current professional licensing status of Respondent.

5. I have assisted in preparing the Respondent's response to the City of Cocoa **RFQ Q-23-13 COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems** and I am familiar with the contents of said response.

6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; and

7. Based on my personal knowledge and belief, I state as follows:

   a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of $1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ My commission expires: _____
(Print Name)

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

Authorized Signatory	Typed Name of Signatory
Title	Date
Witness Signature	Typed Name of Witness

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b.Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

_____ whose business address is _____
[Name of entity submitting sworn statement]

and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. **NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in `connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in**, Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

Authorized Signatory	Typed Name of Signatory
Title	Date
Witness Signature	Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)

State of Incorporation	
Principal Place of Business (Enter Address)	
Federal I.D. or Social Security Number	

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:
_____

Mailing_Address:
_____

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized SignatoryPrinted Name

_____
Title_____
Date_____

E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. ***Equal Employment Opportunity***

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has

been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1)*Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2)*Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5.~~ ~~Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this

clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1.Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2.Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3.Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4.Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1.A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2.Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a.Are *not used* as a substantial or essential component of any system; *and*

b.Are *not used* as critical technology of any system.

2.Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment

or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***– Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondent/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

_____ _____
Authorized Signature Date

_____
Name of Respondent

_____
Title

EXHIBIT C
Engineer's Response to RFQ Q-23-13-COC

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

CITY OF COCOA

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

SCHEDULE OF PROPOSED RATES

CAROLLO ENGINEERS INC.

Individual classification for personnel hourly rates are as follows:

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

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

Notes:

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

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

Prepared for
City of Cocoa



ENGINEERING SERVICES FOR //

WASTEWATER

Collection • Treatment • Disposal Systems

QUALIFICATIONS
IN RESPONSE TO
RFQ Q-23-13-COC

RFQ Submittal Acknowledgement



CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

RFQ SUBMITTAL ACKNOWLEGDEMENT

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:

Wednesday, February 22, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:

Tuesday, April 11, 2023, 3:00PM

PURCHASING DIVISION CONTACT:
Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL		
Vendor Name:	Carollo Engineers, Inc.	List of Deviations (if any) attached Yes___ No X__
Address:	200 E. Robinson Street, Suite 1400	If submitting a "NO RESPONSE", state reason: _____
City, State, Zip:	Orlando, FL 32801	_____
Primary Contact:	Elisabetta Natale, PE, ENV SP	
Phone Number:	Ph: 407-377-2665 / M: 407-437-9778	
E-Mail Address:	enatale@carollo.com	
FEIN Number:	86-0899222	

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies, and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-13-COC**

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

Addendum Acknowledgements [List addenda number and date]:
N/A

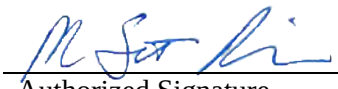
THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

M. Scott Richards, PE

Name of Respondent

Vice President

Title



Authorized Signature

April 10, 2023

Date

Cover Letter



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

April 11, 2023

Brian Dale, Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Subject: RFQ No. Q-23-13-COC | Professional Engineering Services: Wastewater Collection, Treatment, and Disposal Systems

CAROLLO PRIME
Responsible Office

200 E Robinson Street,
Suite 1400
Orlando, FL 32801
Ph: 407-478-4642

PRIMARY CONTACT

Elisabetta Natale, PE, ENV SP
Ph: 407-377-2665
M: 407-437-9778
enatale@carollo.com

Dear Selection Committee Members:

As aging infrastructure continues to be a challenge for most utilities, the City of Cocoa has been a steward of preventative and proactive maintenance of your collection system, setting a predictable and reliable future for its system and facilities. To continue on this mission of reliably serving the community, the City requires a consultant who understands your system, is responsive, and personally dedicated to working as part of the City's team to address rehabilitation needs and system optimization. The City of Cocoa needs a firm to partner with the City to support your needs in design, permitting, and other engineering related services for your wastewater system.

The Carollo team has a proven and successful history with the City. We have remained steadfast and dedicated, working as teammates to support the City through your wastewater needs.

BENEFITS CAROLLO BRINGS TO THE CITY

- **A Proven Partnership** — Carollo has consistently utilized our local team members on City projects, which has bestowed them with common system knowledge and a working relationship with the City. First and foremost, we listen – so we understand your challenges and your vision, then we establish plans as a team. We understand the importance of your time and will work to make the most effective use of it. As evidenced from past projects, we are a hands-on team who is eager to be in-field with your engineering and operations team for any sewer field operations (SFO) and Sellers Water Reclamation Facility (WRF) needs.
- **National Expertise, Local Commitment** — As presented in our project and team qualifications, Carollo brings national level expertise in wastewater related services through our local team of experts. This results in a local responsive team who understands the City's needs and brings national level wastewater expertise as needs arise.
- **Understanding** — The Carollo team has a great depth of knowledge of the City's facilities and processes. We understand the challenges faced at the Sellers WRF to dependably meet advance wastewater treatment effluent by July 1, 2025, the importance of reducing Inflow and Infiltration (I&I) in the collection system, and the importance of maintaining operations while facilities are rehabilitated or replaced. Just as critical, we understand the need to adhere to a schedule that meets regulatory deadlines, funding guidelines, and the importance of public outreach and community involvement.

We will provide project leadership from staff you know and trust (Scott, Elisabetta, and Kunal), prepared to utilize their knowledge to “hit the ground running” with any services you may need — no learning curve is required.

With local leadership, open communication, and a personal commitment, our team will be available for the City anytime via phone, text, email, or in-person. The team proposed on our organizational chart is the team who will work on your projects. As your principal-in-charge and project manager, we are committed to working as part of the City’s team to find effective solutions and deliver our projects on-time and in budget. We look forward to continuing to work with you!

Sincerely,
CAROLLO ENGINEERS, INC.

Scott Richards, PE
Principal-in-Charge

Elisabetta Natale, PE, ENV SP
Project Manager

Attachment:
Statement of Qualifications (1 Original, 3 Copies, and 1 USB copy)

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Firm and Sub-consultant Qualifications



Firm Qualifications and Capabilities

The Carollo team will continue to deliver confidence, continuity, and innovation to the City of Cocoa — it's what differentiates us from others. In a world of generalists, a water specialist provides great value by delivering a depth of expertise not available from all firms.

Water is All We Do

Carollo's unwavering commitment to the water and wastewater industry has been a hallmark of the company since our inception in 1933. Our wastewater expertise includes the study, planning, design, and construction management (including CMAR) of every aspect of a wastewater system, from collection systems, to treatment facilities, and effluent management and disposal.

Our sole focus in the water/wastewater sector enables us to develop cost-effective, innovative, sustainable, and reliable solutions to help our clients. We currently maintain 51 offices in 22 states with more than 1,300 employees and are ranked within Engineering News Record's top 50 design firms. More importantly, ENR's Annual Source Book ranks Carollo among the top 10 firms for wastewater treatment nationally, and one of the largest firms in the US focusing exclusively on water and wastewater.



Carollo is the firm of choice for numerous Florida utilities for their **CONTINUING ENGINEERING SERVICES CONTRACTS**

A "Go-To" Local Firm Offering Superior Client Service

Carollo will continue to deliver your projects from our local Orlando office. Since our first Florida office opened in the year 2000, Carollo has progressed from the new kid on the block to the preferred "go-to" firm for numerous municipal utilities. The reason rests not with just the creative thinking we bring to our projects, or our depth of experience, but also with the manner in which our services are delivered. Frankly put, we are responsive to the needs of our clients, we customize our solutions to fit your needs (no cookie-cutter approaches), and we listen carefully to learn from your experiences and to understand your preferences.

Providing Responsive Service to the City of Cocoa

Our Orlando office is staffed with 47 employees, including 21 registered professional engineers all dedicated to municipal water and wastewater treatment, and related infrastructure. Our project manager, **Elisabetta Natale, PE, ENV SP**, and project engineer, **Kunal Nayee, PE**, both reside in the Orlando area and work in our local office.

> *"Based on our long history with Carollo and their key staff, we have confidence that they will bring the same level of service and quality to any project they work on."*
>
> **—Charles "Tad" Parker**
> **Assistant Manager of Engineering**
> **Orange County Utilities**

Subconsultant Management

Just as we partner with the City, we work with our subconsultants as partners. As a team partner, Carollo takes responsibility for our subconsultants and through our practice of a management approach that parallels that used with our own staff, every member of our team is held to the same rigorous standards of quality control and technical excellence.

Subconsultants on Carollo projects are included in all team progress meetings and provide our project managers with monthly progress updates, both in terms of percent-completion of their work and percent of budget expended/remaining. This enables the Carollo project manager to monitor subconsultant progress and budget status so as to anticipate slippages and scope of work inflation. As demonstrated on prior Cocoa projects, we have used this approach successfully on many projects, and we typically utilize subconsultants who have proven themselves time and again on our projects.

Carollo Subconsultant Team

We have assembled a team which provides diverse and complementary technical skills along with extensive knowledge and experience with the City of Cocoa, including Ardaman & Associates, Inc. (Ardaman), L&S Diversified, LLC (L&S), Environmental Science Associates (ESA), and Wekiva Engineering, Inc. (Wekiva). We have a strong and successful history working with these firms, including on some of your projects.

Ardaman & Associates | Geotechnical

Ardaman was founded in 1959 in Orlando and has become one of Florida's largest geotechnical, materials testing, environmental, and geoscience consulting firms. At present, Ardaman employs nearly 400 professional engineers, scientists, technicians, drilling personnel, technical assistants, and support staff. Ardaman has provided geotechnical engineering, construction materials testing and inspection support services for numerous central Florida municipal utilities and currently serves as part of Carollo's team for this contract.

L&S Diversified | Surveying

Faster. Better. Stronger.

L&S (M/WBE-certified) is a Florida-based company fully integrated firm positioned to survey, map, model, and designate utilities for governments, businesses, and organizations in the state of Florida. They provide surveying and mapping, construction surveying, LiDAR and subsurface utility engineering to the private development, environmental, energy, and government markets. L&S has successfully completed numerous water and wastewater treatment facility and conveyance systems projects working with Carollo and for the City.

ESA SCIENTISTS | Environmental

ESA brings proven investigative skills as well as years of experience in the areas of habitat functional analysis, wetland delineation, permitting, listed species coordination, mitigation planning and implementation, and other specialties. Having worked closely with key agencies, facilitating invaluable working relationships with regulatory staff has led to more constructive negotiations with agency staff and the ability to carry out project plans in a predictable and cost-effective manner. ESA stays ahead of regulatory changes and are knowledgeable of statutory and legal decisions that impact permit processes.

Wekiva Engineering | Structural

Wekiva provides structural engineering services to an array of industry sectors, which include water and wastewater facilities, solid waste facilities, and commercial buildings. Their highly experienced and talented engineers have been providing cost-effective solutions and exceptional results for clients throughout Central Florida. Their experience enables them to solve engineering problems with simplicity and innovation. They are very proficient in the various applicable design and building codes allowing them to apply effective and proper solutions early in the design stage. Wekiva's engineers frequently work with contractors providing value engineering ideas and solutions.

Financial Stability

The financial stability of Carollo is demonstrated by 90 years of successfully providing engineering services to our clients. We have maintained a high level of fiscal responsibility throughout the years. We have a comprehensive suite of insurance policies covering our professional services and general liability. Each year Carollo undergoes a full audit, a summary of which can be provided upon request.

Similar Contract Performance - Meeting Client's Time and Budget Goals

Our team has worked for numerous publicly-owned wastewater utilities on many projects similar to the projects likely to be assigned under this engineering services contract. Our proven project and quality management methods, and lines of communication have helped us to successfully deliver your projects on time and on budget. Elisabetta Natale, one of our most successful project managers, will continue to serve as your trusted point of contact and work closely with our project team to exceed your needs and expectations on each project.

Our Reputation: Innovation, Responsiveness, and Integrity

More than 60 Florida municipal utilities, many similar to Cocoa in size, have turned to Carollo to complete some of their most important and strategic projects—many of which have since written letters of commendation specific to our responsiveness and innovation. When you contact our references, we are confident you will hear phrases describing our reputation and character that include the words "innovation," "responsiveness," "trust," experienced," "good judgment," and "integrity."

Litigation History

Carollo has been involved in the following claims related to services rendered that were made against the firm within the last five (5) years:

- In 2018, Carollo, the construction contractor, and a client were the subject of a lawsuit filed by property owners along a sewer interceptor realignment project where construction operations extended beyond the originally projected construction completion date. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2019, Carollo and several other large water engineering firms doing business in Florida were sued by a private citizen who has a history of suing governmental entities (i.e., his most recent lawsuit was against the Federal Reserve). The overall allegations of the citizen center around claims that Carollo was working with the other noted water firms to hide an alleged underground water source on the plaintiff's/citizen's property from our Florida clients. The lawsuit was dismissed.
- In 2020, Carollo and their joint venture partner were the subject of a lawsuit filed by a client related to tank corrosion as part of a design-build project completed in 2005. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2021, Carollo was the subject of a lawsuit filed by a client related to the replacement of trickling filter media as part of a wastewater treatment plant rehabilitation project. Carollo denies responsibility for any of the claims. The lawsuit is in progress.
- In 2021, Carollo and the construction contractor were the subject of a lawsuit filed on behalf of a client via subrogation by their insurance carrier related to ozone equipment installed as part of a new surface water treatment plant project. The lawsuit was dismissed.

MBE - Encouraging The Use Of DBE/SBE/MBE/WBE Firms

Although not a minority or disadvantaged firm ourselves, Carollo has a long history of meeting and exceeding DBE/SBE/MBE/WBE participation goals on projects. Carollo uses our knowledge, expertise and our connections with the subcontractor community to build a strong, capable team. We understand how DBE/SBE/MBE/WBE participation goals are critical to owners' funding programs, but also recognize how these firms contribute to the local business community and our industry at large. We are committed to inclusive participation and believe our efforts will produce positive benefits for this project as well as long-lasting effects for the City of Cocoa.

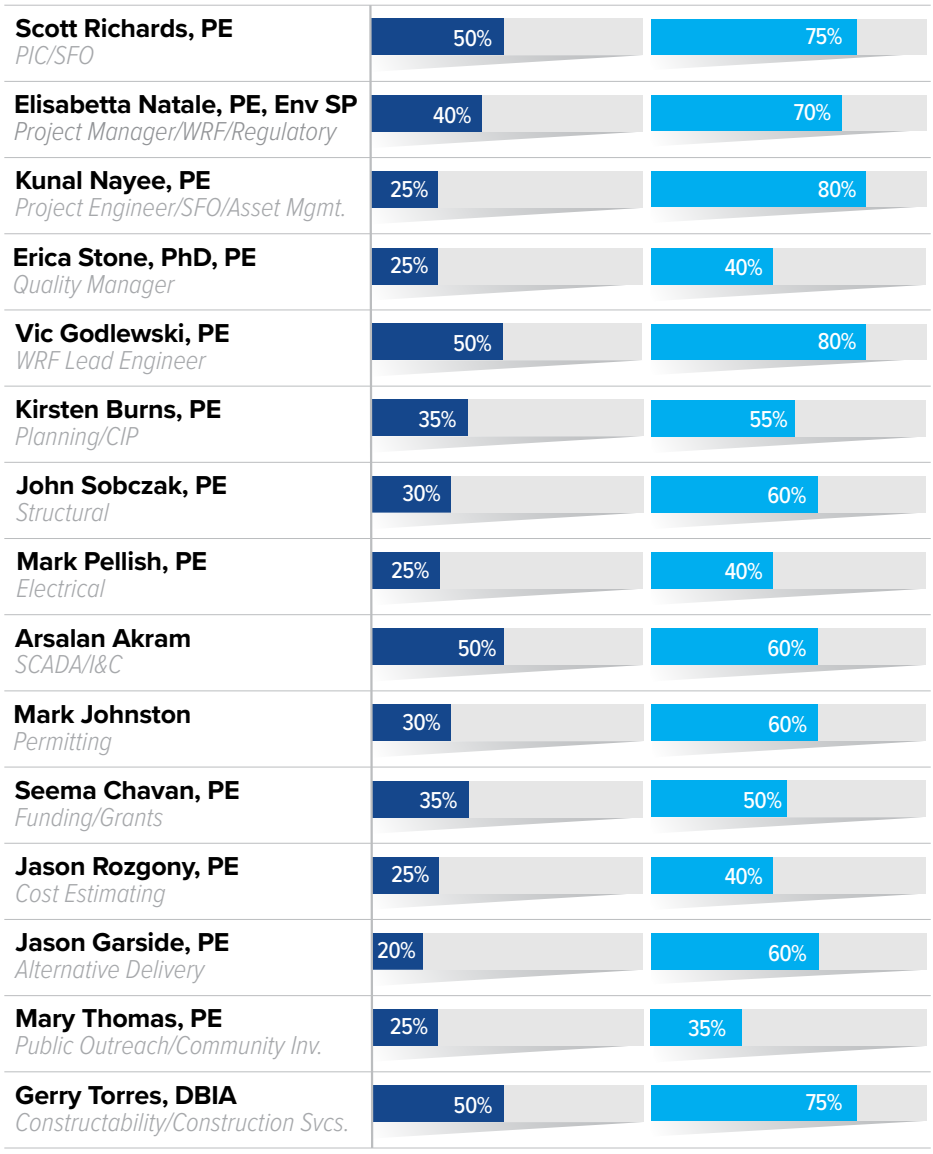
Carollo routinely teams with specialty subconsultants to provide the best available talent at optimal value. We are committed to utilizing qualified disadvantaged businesses and have selected each of the team members based on their reputation, expertise, local knowledge, and their experience working in the area or directly for the City. These specialty consultants are experts in their field, provide great efficiencies, and are dedicated to customer service.

Availability

Carollo is committed to providing the resources required to successfully deliver projects assigned under this contract. We are confident our key team members and firm have the capacity and resources to deliver your projects within your desired time frame and budget.

As a highly-ranked national firm, Carollo is accustomed to executing a high volume of work across a wide range of disciplines. **Our firm-wide workload average commitment to active and ongoing projects generally ranges between 65 and 70 percent.** As a result, we have more than ample capacity to respond to our clients' needs, regardless of the size and nature of the work. We have carefully selected team members based upon how their experience being lined up with the needs of this program and their availability. In addition, we have a large "bench" of talent that can assist as needed. Below is the availability of the key team members, all of who have the availability and dedication required.

COMMITMENT
of Key Personnel



THE LEVEL OF AVAILABILITY indicated in this graph demonstrates that all key staff have ample capacity for projects assigned under this contract and more importantly than any chart can show, **Carollo has a team that is already committed to the City, and these staff members will remain committed. These are staff who the City currently knows and trusts. We commit to delivering a consistent team who understands the City's needs.**

Team Qualifications



Project Team Qualifications and Experience

Carollo will continue to **listen carefully** to you so we understand your preferences, and then **customize solutions to fit your needs**. We will then develop solutions in an **interactive manner** and deliver our work in the time and way it was promised.

The right team for You

The success of the projects issued under this contract lies in the experience and abilities of the team. A successful project team must demonstrate practical and relevant experience in all technical aspects of the scope of work, a well-conceived work plan and project approach, and a commitment to the project goals set for each work order.

We have dedicated a team to the City you are familiar with and will fulfill these requirements in totality. Our proposed team has completed numerous successful projects together and has delivered successful projects under this contract to the City over the last five years, similar to those identified in this scope of work, which provides enhanced abilities for meeting your unique needs delivering your projects.

Our firm takes pride in the large number of clients with whom we have maintained continuing working relationships. We have worked with some clients for 90 years—a clear indication of the quality of our work, our control of costs, and our ability to meet schedules. This whole-hearted dedication to quality results in tangible benefits to our clients and is demonstrated by our record of low change orders during construction.

Carollo offers a broad-based team of specialists to successfully deliver these projects on time and within the City's budgets. **Carollo's selected team for this contract is a team you know and trust** and they will continue to empower you to reach your goals by utilizing our expert staff as an extension of your City personnel.

Our locally based Carollo team will provide services that include facility planning, project support, design, equipment and process evaluations, bidding and construction assistance. To supplement our staff we have selected subconsultants whom we have worked successfully in the past on recent projects.



INCLUDING
140+ EMPLOYEES IN FLORIDA



DELIVERING WATER / WASTEWATER **SOLUTIONS**



WORKING IN
CENTRAL FLORIDA



NATIONWIDE
7 IN FLORIDA



FOCUSING SOLELY ON
WATER / WASTEWATER

ORGANIZATIONAL CHART

As project and service needs arise, Carollo will assign personnel with the **right experience**, specific to those requirements, and whose **availability you can count on** from the onset of the work through successful completion.

CITY OF // COCOA

Scott is a hands-on engineer, *who has been actively involved with the City of Cocoa in this role*

Elisabetta has been serving the City as a trusted advisor *with a successful track record of response and trust, always putting the City's needs first*

PRINCIPAL-IN-CHARGE
Scott Richards, PE

PROJECT MANAGER
Elisabetta Natale, PE, ENV SP

QUALITY CONTROL MANAGER
Erica Stone, PhD, PE

Kunal has led the SFO program efforts *for Carollo, working alongside the City SFO team and delivering creative solutions*

PROJECT ENGINEER
Kunal Nayee, PE

Vic brings first-hand experience, *working closely with City staff, and understands your wastewater facility's challenges and goals*

SEWER FIELD OPERATIONS (SFO)
Kunal Nayee, PE
Scott Richards, PE
Derek Manson
Angel Villarruel-Moore

JERRY SELLERS WRF
Vic Godlewski, PE
Elisabetta Natale, PE
Tony Sabatino, PE
Nikkita Bachoo

ASSET MANAGEMENT / CONDITION ASSESSMENT
Kunal Nayee, PE
Stephen Snell

PLANNING / CIP
Kirsten Burns, PE
Laura Baumberger, PE

SCADA/I&C
Arsalan Akram
Joe Hanlon, PE

ELECTRICAL
Mark Pellish, PE

STRUCTURAL
John Sobczak, PE[4]
Rich Warner, PE

REGULATORY COMPLIANCE
Elisabetta Natale, PE

SUPPORT TEAM

COST ESTIMATING
Jason Rozgony, PE*

PUBLIC RELATIONS
Mary Thomas, PE

FUNDING / GRANTS
Seema Chavan, PE*

PERMITTING SERVICES
Mark Johnston

ENVIRONMENTAL
Douglas Skurski, MS, SPWS[3]

SURVEYING / SUBSURFACE UTILITY ENGINEERING
Brad Alexander, PE, PSM[2]

GEOTECHNICAL
Jason Manning, PE[1]

RECLAIMED WATER
Dale Helms, PE

CONSTRUCTABILITY / CONSTRUCTION MANAGEMENT
Gerry Torres, DBIA

SUBCONSULTANTS

1. Ardaman & Associates, Inc.
2. L&S Diversified, LLC
3. Environmental Science Associates
4. Wekiva Engineering, LLC

**Licensed outside Florida*

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 OF 3)

Proposed Project Manager: Name: **Elisabetta Natale, PE, ENV SP**

1. Project Name: **Wastewater System Capital Plan Update**

Owner: **City of Cocoa**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Katie Ennis, City of Cocoa, 65 Stone Street, Cocoa, FL 32922
p. 321-433-8800 e. kennis@cocoafl.org

Project Description:

The project included updating the hydraulic model, performing condition assessments of key infrastructure, updating the capital improvement plan (CIP), and providing an overall outlook of the system and plan for the future. The wastewater collection and treatment system consists the Jerry Sellers Water Reclamation Facility (WRF), which has a permitted capacity of 4.5 million gallons per day (mgd). The collection system covers approximately 15 square miles with approximately 100 miles of gravity sewers and 50 miles of force mains, 1,624 manholes, and 71 lift stations.

Design or Consulting Fee: $454,739

Design or Consulting Completion Date (month/year): 12/2021

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

Serving as **project manager**, Elisabetta led the development of the Wastewater System Capital Plan Update and managed all aspects of the project communication, management and work plan, meetings, progress reports, and quality management.

Population and Flow Projections: Elisabetta and other team members prepared a technical memorandum summarizing the current wastewater flow and projected flows for the short-term 5-year planning period and long-term 20-year planning period.

Review of Regulatory Requirements: Elisabetta and other team members reviewed existing applicable regulatory requirements and policies for treated effluent, water reuse, and surface water impacts potentially affecting the level of treatment required and the master planning facility recommendations.

Hydraulic Model Update and Analysis: Elisabetta led the team to rebuild and update the City's hydraulic model (Innovyze InfoSWMM) and analyze the collections system, update infrastructure using GIS, develop model scenarios, model verification, analyses and CIP update.

Water Reclamation Facility Evaluation: Elisabetta led the team to develop master plan standby/reliability criteria, reviewed treatment facility performance, capacity, and optimization, and conducted facility inspection/condition assessment to determine future facility needs.

Reclaimed Water System and Effluent Disposal Evaluation: Elisabetta led the team to develop an evaluation of the current reclaimed water system, including supplemental reclaimed water sources, reclaimed water storage, and alternative wet weather disposal.

Capital Improvement Plan Development: Elisabetta developed the CIP that included a risk assessment, R&R plan, construction cost estimates, and prepared a draft and final wastewater system capital plan report.

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 OF 3)

Proposed Project Manager: Name: **Elisabetta Natale, PE, ENV SP**

1. Project Name: **Hamlin Water Reclamation Facility Tertiary Treatment Design**

Owner: **Orange County Utilities**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Mark Ikeler, PE, Orange County Utilities, 9150 Curry Ford Road, Orlando, FL 32825
p. 407-254-9705 e. markc.ikeler@ocfl.net

Project Description:

Final design documents for Phase I (5-mgd AADF) of the new tertiary treatment facilities for the new OCU Hamlin Water Reclamation Facility.

Design or Consulting Fee: $583,309

Design or Consulting Completion Date (month/year): 12/2018

Construction Cost: N/A

Construction Completion Date: N/A

Firm: WSP

Summary of Work:

Serving as **project manager**, Elisabetta led the **preliminary and final design** for Phase I, 5-million gallons per day (mgd) Annual Average Daily Flow (AADF), of the Orange County Utilities Hamlin WRF (HWRF), a new greenfield Phase I will be followed by two additional phases: Phase 2 where the HWRF will be expanded to 10.0 MGD AADF and Phase 3 where the HWRF will be expanded to an ultimate build-out capacity of 15.0 MGD AADF. The site is master planned to allow for this expansion.

Elisabetta led the preparation of **final design documents** for tertiary filtration, which included the design alternatives for each of the three pre-qualified disk filter manufacturers, disinfection (chlorine contact tank) facilities, transfer pump station, high service reuse pump station, surge control equipment and reclaimed water storage tanks. Elisabetta also led the **effluent management system evaluation** and provided **permitting support**.

Alternatives for managing wet weather or substandard reclaimed water from HWRF involves integration with existing Water Conserv II (WCII) rapid infiltration basin (RIB) Site 6. Excess reclaimed water will be transferred directly to the WCII transmission main and to the RIB Site 6 system. Effluent below PAR standards will be diverted to an onsite reject pond and returned to the preliminary treatment structure for retreatment. Should the reject pond be full or otherwise unavailable flow will be discharged to a dedicated subsection of RIB Site 6.

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 OF 3)

Proposed Project Manager: Name: **Elisabetta Natale, PE, ENV SP**

1. Project Name: **Reclaimed Water Booster Pump Station at Avalon Road**

Owner: **City of Winter Garden**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Jim Momahan, PE, City of Winter Garden, 300 West Plant Street, Winter Garden, FL 34787
p. 407-656-4111 ext. 5463 e. jmonahan1@cwgdn.com

Project Description:

Project involved the design of a 1.2-mgd reclaimed water booster pump station housed in a building to provide reclaimed water for residential and common area irrigation to several subdivisions in the western section of the City of Winter Garden.

Design or Consulting Fee: $93,450

Design or Consulting Completion Date (month/year): 6/2016

Construction Cost: $393,237

Construction Completion Date: 11/2017

Firm: WSP

Summary of Work:

Serving as **project manager**, Elisabetta led the design of a 1.2-mgd reclaimed water booster pump station to provide reclaimed water for residential and common area irrigation to several subdivisions in the western section of the City of Winter Garden, one of the fastest growing communities in the country. Since the booster pump station is located on Tucker Ranch, a recreation and nature complex, the the City desired to minimize the visual impact of the facility and design a pump station building pleasing to the eye, although safe, easy to access, and cost-effective. The final turn-key solution was to include an inconspicuous prefabricated building. An **environmental impact assessment** was conducted to select a suitable location and avoid impacting the adjacent wetlands.

Elisabetta led the **hydraulic modeling analysis** of the existing reclaimed water system, the **projection of future reuse demands**, and the **production of the design documentation** of the booster pump station facility. She also led the **bidding phase, permitting, grant funding assistance, and the construction administration services**. The project was successfully delivered with the traditional design-bid-build method.

The project also included **cost estimating, surveying**, and **O&M manual preparation**.

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1 OF 3)

Proposed Project Engineer: Name: **Kunal Nayee, PE**

1. Project Name: **FY 2022 Sewer Field Operations and Division Support**

Owner: **City of Cocoa**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Donnie Howard, City of Cocoa, 65 Stone Street, Cocoa, FL 32922
p. 321-433-8800 e. dhoward@cocoafl.org

Project Description:

The City of Cocoa requested Carollo provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, SCADA maintenance, review of the manhole and gravity sewer rehabilitation program, force main valve assessment, and other engineering services as required.

Design or Consulting Fee: $199,474.54

Design or Consulting Completion Date (month/year): 9/2022

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

Serving as the **project engineer** for the City of Cocoa's SFO operations support over the past four years to support field activities enabled Kunal to become integrated into the daily activities of the SFO team.

Technical Review and Support: The Carollo engineering team led by Kunal, provided technical support on various sewer related tasks. Including reviewing and developing an analysis for specific lift stations where the SFO team were experiencing higher than average flows frequently. Kunal also analyzed pressure logger data for various locations in the City to support the ongoing efforts of the engineering group to understand the pressure variations in the collection system. Kunal also prepared updated GIS data for the third party vendor, Redzone, to incorporate into the ICOM system the City uses to maintain their gravity and manhole condition information. This data integration between ICOM and GIS is utilized to support the ongoing preventative maintenance efforts for the collection system.

Long Term Strategic Planning: The City has been very proactive in their approach to maintenance of their underground assets. As a result, the City instituted a 5-year plan that addressed the gravity mains. Kunal worked with the SFO team to develop another 5-year plan that would extend the existing effort and include additional collection system assets (force mains, valves, and ARV's). The planning efforts allowed the City to properly budget resources for next five years and reduce the uncertainty surrounding the City's ongoing maintenance efforts.

Manhole and Gravity Sewer Program: The manhole and gravity sewer program is a proactive maintenance program the City had instituted prior to Carollo's involvement with the City. However, the Carollo engineering team, under the direction of Kunal, helped to increase the efficiency of the process and minimize additional work necessary for the City so the program can succeed. The team reviewed and created a plan to line 120 manhole (703 VF) and 60 gravity mains (14,200 LF). This effort was also coordinated with approved vendors and completed on schedule and budget.

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 OF 3)

Proposed Project Engineer: Name: **Kunal Nayee, PE**

1. Project Name: **Filter Gallery Pipe Condition Assessment**

Owner: **City of Altamonte Springs**

Reference Name, Address, Phone Number, Fax Number, Email Address:

David Ammerman, PE, City of Altamonte Springs, 65 Stone Street, Cocoa, FL 32922
p. 407-571-8712 e. DAmmerman@altamonte.org

Project Description:

The City of Altamonte Springs owns and operates the Altamonte Springs Regional Water Reclamation Facility (ASRWRF). The ASRWRF operations team have noticed potential areas of corrosion occurring within the filter gallery piping. Initial investigation has indicated locations of potential corrosion occurring. The City required further investigation to assess the pipe condition, and identify potential needs for future rehabilitation.

Design or Consulting Fee: $16,674.51

Design or Consulting Completion Date (month/year): 11/2021

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

As the project manager and **project engineer,** Kunal managed and developed a plan for assessing the piping in the filter gallery. The existing welded steel piping in the filter gallery is the original equipment installed in the 1980s. The processing piping was experiencing minor leaks at various locations in the gallery and as a result, the City was concerned with the long term strength of the piping.

Kunal reviewed multiple methods to perform **non-destructive testing of the piping** and ultimately the best option for the assessment was a handheld ultrasonic unit that allowed the team to quickly and efficiently collect the data in the field and transpose that onto a digital system that was shared with the City for further planning purposes. The data was collected using a mobile data collection application that logged the location of the measurement and associated wall thickness reading. Using standard steel wall thickness tables commonly used for the time period of the construction of the plant, a comparison was performed for the system which showed the areas of degradation in the piping system.

Kunal led the team collecting the data and **effectively collected all data in a one week** period with no additional site visits required to follow up at the plant and **no downtime** was necessary. The non destructive process **reduced the cost and time** necessary to asses the system and provided valuable insights into the health of the piping system.

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 OF 3)

Proposed Project Engineer: Name: **Kunal Nayee, PE**

1. Project Name: **Infiltration and Inflow Study**

Owner: **City of Daytona Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Nichole Lloyd, City of Daytona Beach, 125 Basin Street, Suite 124, Daytona Beach, FL 32114
p. 386-671-8813 e. LloydNichole@codb.us

Project Description:

The City of Daytona Beach owns and operates a wastewater collection and treatment system consisting of gravity sewers, pump stations, and force mains, which collect, and transfer wastewater flows generated within its service area for treatment at two water reclamation facilities (WRFs): the Bethune Point WRF with a capacity of 13 mgd and the Westside Regional WRF with a capacity of 15 mgd. The collection system consists of approximately 110 miles of force main, 280 miles of sanitary sewer gravity main, 6,100 manholes, and 140 wastewater lift stations. The City wastewater system serves approximately 90 square miles with a population of approximately 71,300.

As part of the permit requirement for the Bethune Point WRF, the City needs to conduct an Inflow and Infiltration (I&I) Study, related to the Bethune Point WRF collection system. **This study evaluated the I&I** within the Bethune Point WRF service area t**o establish Capital Improvement Plan (CIP) recommendations** for projects to decrease I&I in the collection system.

Design or Consulting Fee: $119,033.30

Design or Consulting Completion Date (month/year): 5/2019

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

Kunal served as the **project engineer** for this **study focused on determining the sources of inflow and infiltration in the Bethune Point WRF wastewater collection system service area**. The Bethune Point WRF is located along the Halifax River, which is tidally influenced. The infiltration portion of the study focused on the infiltration of brackish groundwater or seawater into the City's collection system during the dry season. **Field infiltration testing** was conducted in October 2018 and February 2019. Testing included monitoring of chloride, conductivity, flow, and rainfall. Chloride concentrations were mapped throughout the collection system, and a chloride mass balance was performed to identify problem areas. Chloride mass balance results showed the areas contributing the greatest chloride mass into the Bethune Point WRF collection system was Lift Station 34 and its upstream stations (26 percent of the total mass of chloride into Bethune Point WRF). The Bethune Point WRF saw an average of 32 percent dry weather infiltration (DWI).

Inflow due to rainfall was quantified during the October 2018 **infiltration sampling** event. **SCADA data** from October 2018 to February 2019 was utilized for the lift stations that did not have temporary flow monitoring meters. The largest contributor of flow during a storm event on October 25, 2018, was LS 34 with an estimated rainfall derived infiltration and inflow (RDII) of 573,578 gallons or 23 percent of the total estimated RDII at Bethune Point WRF (2,521,214 gallons). An **I&I Reduction Plan** was presented at this end of this report with identification of the five priority areas for further evaluation and reduction activities and **proposed capital improvement projects**.

Project Experience and Performance



Past Experience and Performance on Projects

Carollo **meets and exceeds the minimum requirements** set forth in your RFQ, bringing 90 years of experience serving public utility clients in the water and wastewater industry — providing responsive service to Central Florida for more than 20 years.

Extensive On-Call Engineering Experience

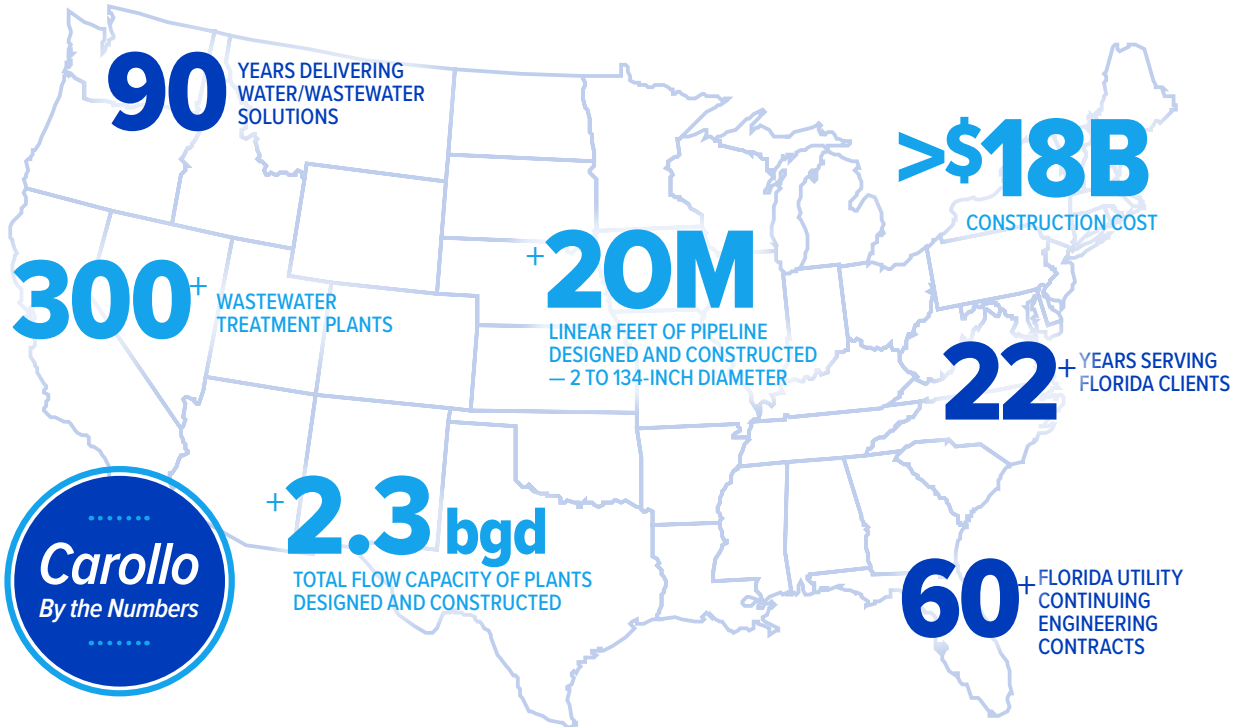
Delivering engineering services through on-call continuing contracts is what we do. In fact, more than 80% of our Florida business is provided to municipal clients through on-call contracts similar to yours. We understand the City is looking for a full range of professional engineering services to support the planning, design and construction of various wastewater treatment projects, infrastructure projects, and sewer field operation services. **Carollo excels at delivering exceptional value for these types of assignments — as we have demonstrated over the course of our current contract with you!**

What Carollo Brings to the Table

Carollo has experienced unprecedented growth nationally and throughout Florida; growth that is driven by our approach to client service and the innovative solutions we consistently bring to the table.

The best indicator of our ability to exceed the expectations of our clients is the fact that over 80% of our work comes from "repeat" clients. Exceeding expectations requires that project teams have multiple skills: technical knowledge, understanding of local issues, and a drive for "out–of–the–box thinking" to find the best solutions.

As demonstrated by our firm's project experience represented in this section and our team's experience outlined in Section 7 - Resumes, Carollo's recent relevant Florida wastewater experience is broad, comprehensive, and will bring valuable insights to your projects.



FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 OF 5)

1. Project Name: **Wastewater Master Plan**

Owner: **City of Daytona Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Nichole Lloyd, City of Daytona Beach, 125 Basin Street, Suite 124, Daytona Beach, FL 32114
p. 386-671-8813 e. LloydNichole@codb.us

Project Description:

The City of Daytona Beach owns and operates an interconnected collection system which transfers wastewater from within its 90 square mile service area for treatment at two water reclamation facilities (WRFs): the 13-mgd Bethune Point WRF and the 15-mgd Westside Regional WRF. Even with ongoing repairs and expansions to the system and treatment plants, the system began experiencing capacity and other O&M related issues. To address challenges posed by aging infrastructure, finite resources, and an ever-growing populace, Carollo was selected to develop an integrated wastewater treatment and collection system master plan.

Design or Consulting Fee: $549,590

Design or Consulting Completion Date (month/year): 2/2020

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

The master plan included the **development and calibration** of a wastewater collection system **hydraulic model**. Work associated with the development of the model included review of billing data, pumping data at lift stations, and collection of gravity flow and force main pressure data for comparison to billing data and diurnal pattern development, and model calibration. Close coordination with operations staff was imperative to creating a hydraulic model reflective of the intricate collection system, which consists of approximately 110 miles of **force main**, 280 miles of sanitary sewer **gravity main**, 6,100 **manholes**, and 140 wastewater **lift stations**. **Long-term master planning** and future population and flow projections were developed and both existing and future conditions were included in model scenarios and recommendations for improvements were identified through 2040 based on dry weather and wet weather conditions.

Additionally, Carollo performed **field assessments** of selected lift stations and the **SCADA system**. At the WRFs, Carollo conducted a **condition assessment, process and capacity evaluation, and reviewed regulatory requirements** that may affect future planning. All of these efforts led to the development of a **system wide capital improvement plan** that provides an overall outlook for the collection system, WRFs, and SCADA system to address rehabilitation needs, existing limitations, and serve growth in the future.

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 OF 5)

1. Project Name: **Force Main Replacement from Lift Station #57 to South Bermuda WRF, Phase I**

Owner: **Toho Water Authority**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Lan Zhou, Toho Water Authority, 951 Martin Luther King Boulevard, Kissimmee, FL 34741
p. 407-944-5027 e. lzhou@tohowater.com

Project Description:

Toho Water Authority (TOHO) owns and operates the South Bermuda Water Reclamation Facility (WRF) located at 1616 South John Young Parkway in Kissimmee. Approximately half of all raw wastewater flowing to the WRF is pumped from TOHO's master lift station #57 (LS 57) through an existing 30-inch ductile iron force main. TOHO was concerned the 30-inch force main near LS 57 may fail due to observed corrosion. TOHO engaged Carollo to make reliability improvements by installing a new force main that parallels the existing force main. The existing force main will be rehabbed to serve as a redundant force main and to increase capacity to accommodate future flows upon completion of Phase II construction.

Design or Consulting Fee: $235,421

Design or Consulting Completion Date (month/year): 6/2020

Construction Cost: $1,236,500

Construction Completion Date: 9/2021

Firm: Carollo Engineers

Summary of Work:

As part of the engineering services provided, Carollo performed a **hydraulic analysis** of the system to properly size the new force main and evaluate **design alternatives** for the redundant force main. The primary challenges for this project was to maintain full wastewater flow **without service interruption** through the completion of the project and **route the new force main** in an already **crowded utility corridor** to minimize crossings of other utilities.

Phase I of the project, completed in September 2021, consisted of constructing a **new 2,900-ft, 24-inch PVC force main via open cut** construction, that runs parallel to the original 30-inch ductile iron force main connecting LS 57 to the headworks. This phase of the project included a **complex tie-in** near the headworks that required the simultaneous use of four line stops to maintain wastewater flow while making the final connections. With the new 24-inch force main now in service, it will allow for the existing 30-inch force main to be taken off-line to conduct a complete evaluation and rehabilitation without service interruption.

Carollo provided a **routing analysis, preliminary and final design, permitting, bidding assistance, and construction administration services** as part of this project.

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 OF 5)

1. Project Name: **Force Main Isolation Valve Assessment and Design**

Owner: **City of Boynton Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Chris Roschek, PE, City of Boynton Beach, 124 E. Woolbright Road, Boynton Beach, FL 33435
p. 561-742-6413 e. roschekc@bbfl.us

Project Description:

The City of Boynton Beach Utilities owns and operates a wastewater collection system, including local and master pump stations and a force main network. The central part of the system includes a **36-inch force main**, which transmits the majority of the City's wastewater to the south. This main was aging and was primarily of ductile iron material. Given the criticality of this force main and its age, and that there were no isolation valves within the system, the City desired to establish **reliability improvements in the collection system**. This project was to **investigate, plan for, and design improvements to install isolation valves in the system to improve flexibility and reliability**.

Design or Consulting Fee: $198,000

Design or Consulting Completion Date (month/year): 7/2022

Construction Cost: $1.1 million

Construction Completion Date: 7/2022

Firm: Carollo Engineers

Summary of Work:

Due to the criticality of a 36-inch force main that conveys wastewater to the SCRWWTP in Delray Beach, and its age; the City of Boynton Beach opted for reliability improvements in the collection system. The primary goal was to establish alternate reliable flow patterns in the system which maintain a majority of system operation during maintenance or repair. Carollo investigated, planned, and designed improvements to install isolation valves in the system to allow flexibility. The specific scope included **hydraulic analysis, planning, design, condition assessment, survey/SUE and construction oversight**. This work included multiple phases:

Planning - The initial planning phase utilized the previously developed wastewater model to determine flow patterns and to conduct emergency scenarios. This included stress testing of the system with theoretical "break points" in the main to identify potential valve locations.

Investigation / Preliminary Design - The next step included preliminary design, where the identified locations were evaluated in the field for potential valve addition. Survey and utility locates were conducted at each location to determine the feasibility for valve installation. The three final selected locations provided the most reliability/use, minimized service interruption, and had the least construction impact.

Final Design - Final design requiring some **creative engineering** concepts. The 36-inch force main was alongside a 6 lane major roadway, with two of the selected locations being next to a park and school. The City's intent was to **minimize impact to traffic and the community**. Therefore, a **quick construction process** with **minimal construction area** was established as a goal. As a solution to address the challenge, Carollo developed a "thrust box" concept. Rather than constructing collars, a pre-cast box structure was installed over the active force main, similar to a doghouse manhole. The pipe was then restrained to the box which became a structural member to restrain the forces of the pipe.

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 OF 5)

1. Project Name: **Westside Regional Water Reclamation Facility Improvements**

Owner: **City of Daytona Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Eric Smith, City of Daytona Beach, 3651 LPGA Boulevard, Daytona Beach, FL 32124
p. 386-671-8829 e. smitheric@codb.us

Project Description:

The project consisted of the design and construction improvements to three critical treatment processes in the 15-mgd water reclamation facility: The return activated sludge (RAS) and waste activated sludge (WAS) Pumping: the Bardenpho™ Stage 3 and Stage 5 aeration; and new tertiary deep-bed sand filters. Without these improvements, the plant would lose the proper functionality of one of the existing processes, which would jeopardize treatment and compliance with the state permit.

Design or Consulting Fee: $2.9 million

Design or Consulting Completion Date (month/year): 7/2018

Construction Cost: $39.9 million

Construction Completion Date: 2/2021

Firm: Carollo Engineers

Summary of Work:

The existing RAS/WAS pumps were replaced with new dry-pit submersible pumping equipment and process piping. The existing true submersible pumps were located in a large underground wet-well that collected the RAS from the secondary clarifiers at the plant. In the past, the wet-well had overflowed on to the ground as the pumps were shut off during power outages. The submersible pumps also struggled to maintain a balance between the returning good bacteria to the treatment process (RAS) and wasting sludge (WAS). The new RAS/WAS pumps were designed as dry-pit screw centrifugal pumps located at grade. The existing above grade RAS/WAS collection box was converted to wet-well for these pumps. **The orientation of these pumping systems eliminated any possibility of overflows. The new pumps were also designed to maintain a good balance between the necessary RAS and WAS flow requirements to maintain treatment efficiency.**

The existing Bardenpho™ Stage 3 and Stage 5 aeration equipment was replaced with larger and more efficient aeration equipment critical to the main treatment process of the plant. During certain times of the year, especially during race weeks and other major events, the treatment plant receives higher wastewater flows with high biochemical oxygen demand (BOD) and the existing aerators have difficulty providing sufficient air to meet the demand to treat the incoming wastewater. The larger 200-hp mechanical surface aerators were designed to handle these peak flow events and treat the wastewater to the plant permit limits.

The new tertiary deep-bed sand filters replaced the existing failing automatic backwash (ABW) filters. The existing filters had reached its useful life and required significant daily and monthly maintenance to keep them running. The new filters provide a more reliable and efficient filtration system critical to treat the wastewater to reuse standards.

The project was constructed using a construction manager at risk (CMAR) delivery method. **Carollo provided design, bidding, permitting, and construction engineering and inspection (CE&I) services** so construction complied with the design intent and to maintain high quality.

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 5 OF 5)

1. Project Name: **South Bermuda Water Reclamation Facility Upgrades and Expansion**

Owner: **Toho Water Authority**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Lan Zhou, Toho Water Authority, 951 Martin Luther King Boulevard, Kissimmee, FL 34741
p. 407-944-5027 e. lzhou@tohowater.com

Project Description:

Carollo was hired by Toho Water Authority to design upgrades to the South Bermuda WRF to expand the facility from 14-mgd to 16-mgd with peak flow of up to 40-mgd. This includes a new grit removal system, addition of a new secondary clarifier, improvements to the RAS and WAS pump stations, addition of disk filters, a new reclaimed water storage tank, expansion of the sodium hypochlorite system and other ancillary support systems.

Design or Consulting Fee: $914,045

Design or Consulting Completion Date (month/year): 11/2019

Construction Cost: $6.7 million

Construction Completion Date: 4/2021

Firm: Carollo Engineers

Summary of Work:

Carollo evaluated two options. These options included as part of the new grit removal facility retrofitting an unused primary clarifier with HeadCell®12- tray units versus a brand-new standalone structure with two new HeadCell®12-tray units. Both options included installation of the Eutek slurry-cup and grit snail grit washer/separator systems.

Toho Water Authority selected the standalone structure for the final design. A **CFD model** was developed during the final design to determine the flow splitting features to distribute the flow evenly and maintain the grit in suspension with the approach channels out in the approach channels.

The design was completed in January 2019, however the owner decided to postpone part of the improvements due to budget constraints. Construction included a new grit removal system and improvements to the RAS/WAS pump station. Project was completed in April 2021 through Toho Water Authority's continuing construction manager at risk (CMAR) delivery method. **Carollo provided design, bidding, permitting support, and engineering services during construction.**

Project Approach



Project Approach

To address **growth, rehabilitation needs, and system optimization**, you require consultants who **understand your infrastructure and processes**, are responsive, and are personally dedicated to working as part of the City's team.

Effective Communication and Management of Multiple Projects

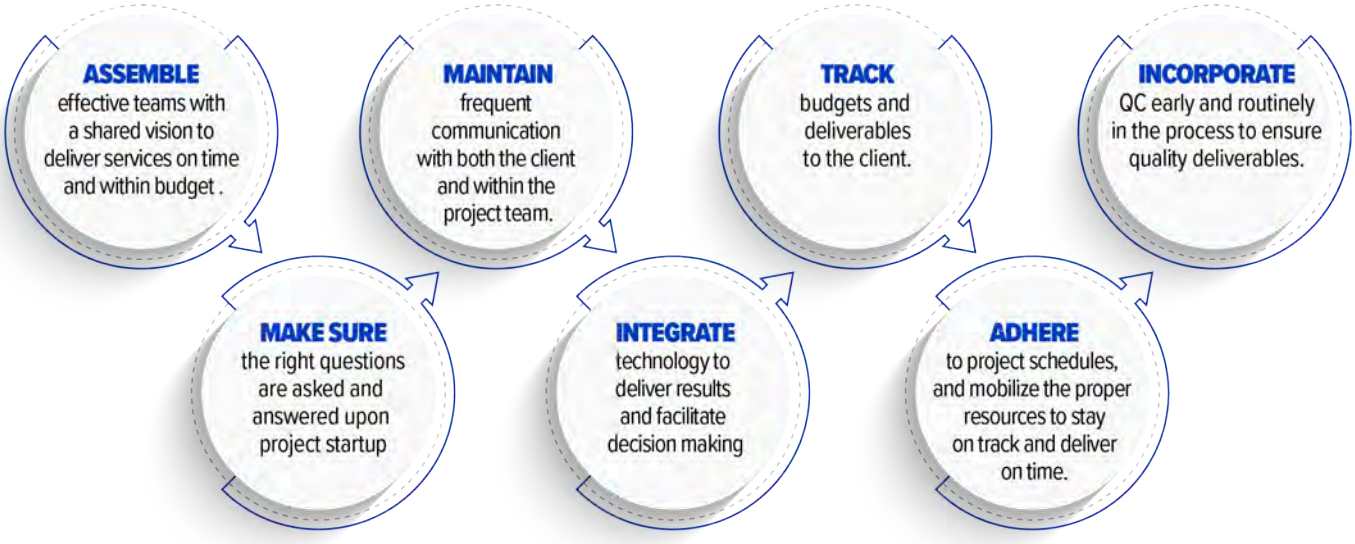
Effective project management starts with selecting the "right" project manager. Elisabetta Natale is local, has experience with your facility and staff, and has dedicated her career to the planning, design, and construction of wastewater projects. Over the last several years, Elisabetta has proven her dedication and commitment to having an open communication with City's staff at every level, understanding concerns and priorities, and finding practical solutions to address the City's needs.

For every new project, a work plan will be discussed with the City. The work plan establishes the work sequence effort, when work needs to occur within the project schedule, meeting times, discussion topics at the meetings, key decisions that need to be made, and the project deliverables.

Elisabetta has successfully managed projects with contracts ranging from $15K to more than $2M, and construction costs ranging from $500K to more than $35M, managing multi-disciplinary team including various subconsultants. Elisabetta has experience with both the traditional construction delivery method (design-bid-build) and collaborative delivery methods such as CMAR.

With a focus on collaboration and communication, for every task order we will develop an interactive project management plan (PMP) including an initial master schedule with key milestones that establishes control measures to manage quality, scope, schedule, and budget. Elisabetta will draw on local project engineers Kunal Nayee, Vic Godlewski, and Scott Richards for technical and project management support, to ensure multiple projects can be carried out successfully in parallel. With a commitment to collaboration, we will define the parameters and drivers for a successful project delivery timeline and use them to determine how to plan for maximum delivery efficiency.

Elisabetta will schedule monthly meetings with the City's leadership to provide updates on existing projects and discuss City's needs. She will maintain consistent communication with the City's team to better understand any areas of concern and mitigate them accordingly.



A committed Cocoa Team

Our proposed team has been fortunate to have worked alongside the Cocoa team for the past 5 years. With this, we have gained intimate knowledge of the City's infrastructure and procedures. Our formula implemented during the ongoing continuing engineering services contract of dedicated staff to the SFO needs and the Sellers WRF needs has proven to be an efficient strategy to deliver timely and quality projects. This formula focuses on providing open communication with the right fit staff who can work directly alongside City staff as partners. We view ourselves as part of the Cocoa team, and we intend to continue to raise the bar and operate at a high level of trust at all staff levels. A few examples of this direct connection include:

Our project engineer, Kunal Nayee, has intimate knowledge of the SFO infrastructure and has worked alongside your staff with boots on the ground for the past five years. Our team has supported the City with asset management and condition assessment of the collection system, including lift stations, lift station improvements, pipeline and manhole rehab and lining programs, and I&I reduction studies.

Our Sellers WRF task manager, Vic Godlewski, is a renowned wastewater process engineer who has previous experience at the WRF. Vic led the Sellers WRF upgrades to AWT, the biosolids mater plan, and the Internal Recycle Pump Stations improvements.

Our SCADA engineer, Arsalan Akram, has extensive experience with the City's Trihedral's VTScada system, as well as the XL Reporter software that is used to collect data automatically from the SCADA system. He is also familar with the radio system for the lift stations and has been working closely with the team to keep the communications operational. We have been supporting City with weekly site visits and 24/7 remote support for the past five years.

We understand the importance of quick response when urgent needs arise. With our on-call engineering support project, we have been responsively providing on-call hydraulic modeling to evaluate proposed development projects, various technical support, regulatory advice, emergency operational needs, and other ad-hoc requests.

Quality Management

Carollo's projects get started in the right direction with what we call our "Zero Percent" quality review. Our Project Advisory/QA Committee will review the Project Delivery Plan (PDP) and Project Management Plan (PMP) in detail, looking closely at the contract, schedule, staffing allocation, and key deliverables to verify your project has the right staff and the right resources to be available when needed. This committee will also provide ongoing internal audits of our quality management process to safeguard that quality control activities are taking place and are being documented as required.

Carollo's 10-Phase Quality Assurance Plan

Our in-house QA tools include standard specifications, design checklists, independent process and discipline review, and constructability reviews, which will be implemented as appropriate based on the selected delivery method and level of design development. These tools are integrated with our standard 10-part peer review and checking process that covers the project from start to finish.

Innovative Ideas and Approaches

Software development specific to the industry.

Carollo's Blue Plan-it® Decision Support System's built-in features, such as scenario manager, genetic algorithm optimizer, linear and non-linear solvers, full factorial solver, and Monte Carlo simulation, links customizable data visualization and business intelligence dashboards for water systems simulation, optimization, and decision support. With these tools, the Blue Plan-it® solution helps save time and potential money compared to conventional approaches.



Financial Planning Tool™ (FPT)

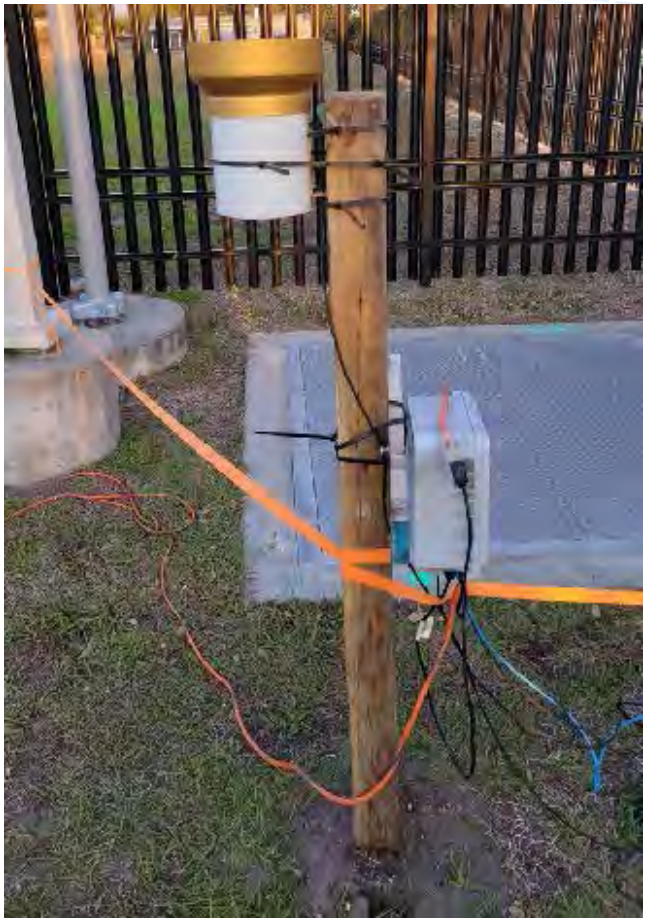
Carollo's FPT is a standalone financial model that allows users to quickly update user rates, fees, and financial needs. Once configured, the FPT is a user-friendly, spreadsheet-based model that automatically calculates future user rates, fees, and financial requirements to the financial plan of an agency. The FPT allows users to updated changes in customer information, reserve account balances, timing, CIP, reserve levels, and cash flows.

Modeling and BIM

Carollo is capable of using a variety of the latest modeling systems, including a variety of Autodesk and Bentley products, including REVIT, OpenBuildings Designer, and OpenPlant Modeler. Our varied experience with multiple software programs allows for us to easily create 2D plans and sections from complex and data rich 3D models on a variety of platforms to meet your needs. This also includes the ability to develop intelligent Process and Instrumentation Diagrams (P&IDs) that ink project-specific databases with process and instrumentation drawings. Client directories will be established in the network with appropriate block libraries and support fields for access by project designers. Carollo implements ProjectWise and BIM360 as the file organization and management tools.

Carollo Research Group.

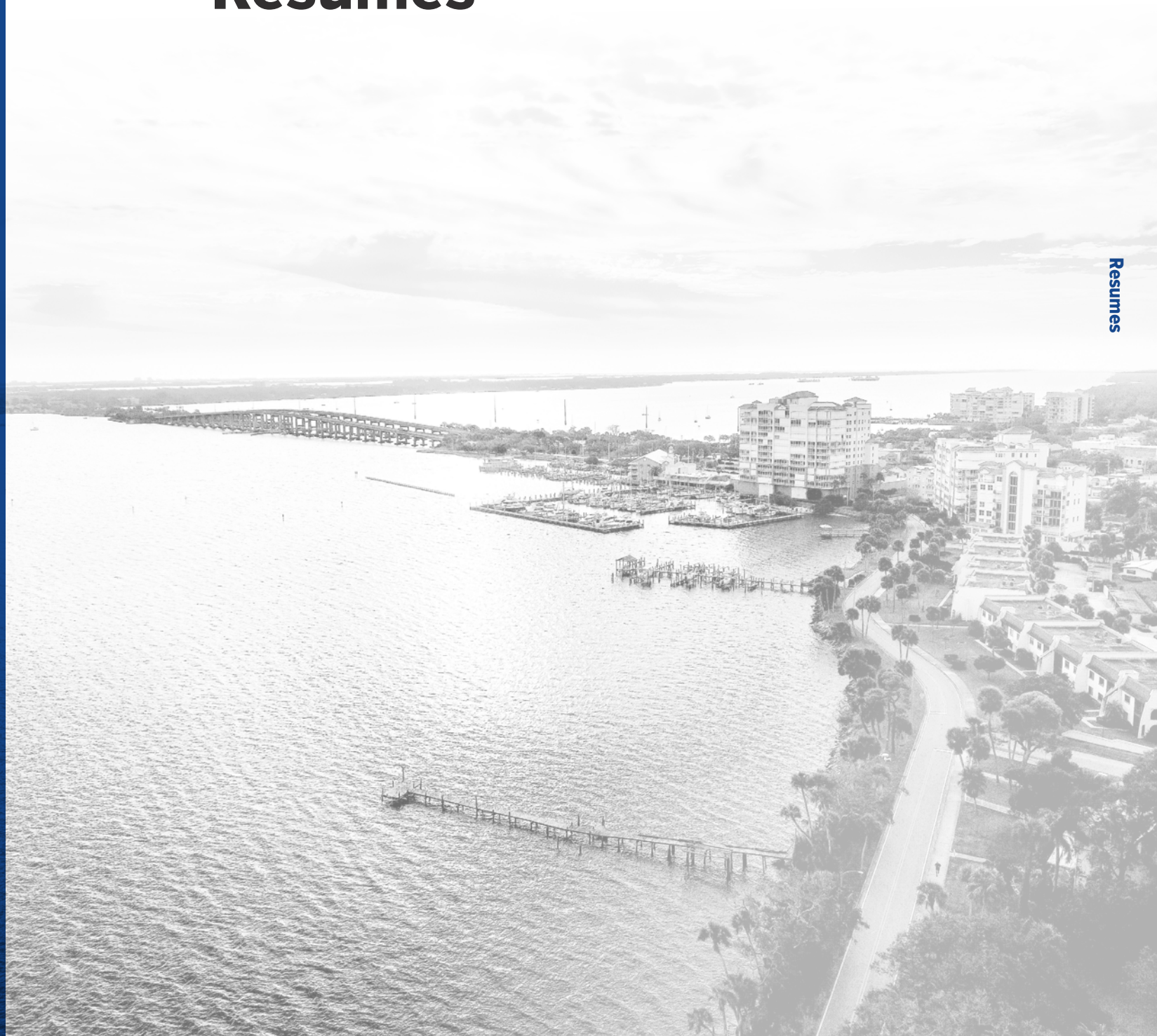
Carollo developed a specific team who can assist in specific wastewater testing processes and evaluation of technologies. For many clients, we have tested wastewater from treatment processes to determine effectiveness and assist in applying technologies. Recently, we have supported clients implementing wastewater surveillance programs for infection disease early detection in the collection system. More specifically to Cocoa, Carollo has developed and implemented the “Carollo Collector”. This is a lift station derived flow measuring device to capture the level in a wet well, pressure downstream of the pumps, and the lift station’s rainfall using a raspberry pi as that data logger and transmission device. The raspberry pi acts as the PLC and allows us to use a portable system to capture all the data necessary to calculate the rainfall-derived infiltration and inflow. All of the data is accessible from an online dashboard interface for review and analysis.



The Advantage: Implement I&I studies for a fraction of the cost and avoid relaying on third party vendors to collect the data. We can also install the equipment permanently and wire it to the SCADA for even more flexibility for future analysis.

As a trusted partner, Cocoa allowed us to test this device with your lift station. We continue to successfully gather data to prove out gains of the I&I improvement program. Our goal in the next phase will be to expand this data collection effort along with other tools such that we can document and prove Cocoa’s Return-on-investment from its I&I program.

Resumes





Scott Richards, PE

PRINCIPAL-IN-CHARGE/SFO

Professional Engineer, Florida License # 71505
BS, Mechanical Engineering // 21 Years of Experience

Scott brings exceptional skills and experiences specific to the City. He has unique communication skills, clearly conveying technical ideas to you and in turn, your preferences and decisions back to the design team, keeping his projects on track. Second, he is a "hands-on", practical engineer that can think out of the box to bring money-saving ideas to you.

Project Experience:

FY 19-23 Sewer Field Operations Division Engineering Support
City of Cocoa, FL // Principal-in-charge // As needed project management and coordination, technical support and review, SCADA maintenance, long term strategic planning, and manhole/gravity sewer program maintenance.

Critical Force Main Investigation, Lift Station 5 to Westside Regional Water Reclamation Facility
City of Daytona Beach, FL // Principal-in-charge // Investigation of seven miles of critical 36-inch force main. Work included hydraulic modeling for reliability scenarios, field data collection/survey, acoustic ball investigation for air pockets/leak detection, and recommendations for future improvements.

Lift Station 34 (LS34) Design Services
City of Daytona Beach, FL // Principal-in-charge // Investigation to determine potential options for improving LS34 as well as selecting and creating the design for these improvements.



Elisabetta Natale, PE, ENV SP

PROJECT MANAGER

Professional Engineer, Florida License # 84993
MS/ME, Civil/Environmental Engineering | BS, Civil/Environmental Engineering // 13 Years of Experience

Elisabetta will oversee the day-to-day efforts of the work and will be responsible for keeping projects on schedule and within budget. She has served primarily municipal utility clients and provides extensive project management, design, permitting, and construction phase services for new and rehabilitation of wastewater system and facilities projects.

Project Experience:

FY19-23 Engineering Services for Wastewater Collection, Treatment and Disposable Systems
City of Cocoa, FL // Project manager // Review and maintenance of the wastewater collection system model, condition assessment and asset management assistance, engineering evaluations, data collection and review, design, bidding support, construction administration, and permitting.

Camelot WRF Reuse System Operational Investigation
Toho Water Authority, Kissimmee, FL // Project manager and project engineer // Development of a WaterGEMS hydraulic model reuse system, development and comparative analysis of alternatives for system operational and infrastructure modifications, cost analysis, and service areas of the two WRFs.

Sandhill Water Reclamation Facility Upgrade, Expansion Design, and Construction Management
Toho Water Authority, Kissimmee, FL // Deputy project manager // Preliminary and final design, permitting, bidding, and construction phase services (CMAR delivery) for expansion of the Sandhill WRF from its current capacity of 6.0-mgd, aadf to 7.5-mgd aadf.



Kunal Nayee, PE

PROJECT ENGINEER

Professional Engineer, Florida License # 83294
MS, Civil Engineering | BS, Environmental Engineering // 11 Years of Experience

Kunal's focus is working with municipalities on asset management studies as well as utility design. His projects include hydraulic modeling for city- and county-level systems, asset management studies, and water and wastewater system designs.

Project Experience:

FY19-23 Sewer Field Operations Division Engineering Support
City of Cocoa, FL // Project engineer // As needed project management and coordination, technical support and review, SCADA maintenance, long term strategic planning, and manhole/gravity sewer program maintenance.

Lift Station No. 1 Replacement Project – Phases 1, 2 & 3
City of Cocoa, FL // Project engineer // Design and services during construction for a new lift station due to aging and severe corrosion of the mechanical components.

South Beach Street Force Main Improvements Project – Bethune Tie-in Design
City of Daytona Beach, FL // Project engineer // Evaluation and design of the structural requirements for supporting of a 36-inch force main to minimize risks associated with connecting to the existing 42-inch gravity sewer main.



Vic Godlewski, PE

JERRY SELLERS WRF LEAD

Professional Engineer, Florida License # 71505
BS, Mechanical Engineering // 21 Years of Experience

Vic's project experience includes wastewater treatment plant upgrades and expansions, utility master plans, lift stations, pipeline and conveyance. He brings a unique perspective to the team as the former Wastewater Division Manager for the City of Orlando. He will continue to provide leadership and technical guidance to the engineering team for the Jerry Sellers WRF.

Project Experience:

FY21-23 Engineering Division Support Services
City of Cocoa, FL // Project principal // As-needed assistance for professional engineering services for review and maintenance of the Jerry Sellers WRF, currently overseeing the supplemental carbon evaluation for implementation at the Sellers WRF.

Bee Ridge Advanced Water Reclamation Facility (BRWRF) Upgrade and Expansion
Sarasota County, FL // Process engineer // Preliminary and final design, permitting, bidding, and construction phase services to expand the BRWRF from 12-mgd MADF to 18-mgd MMADF.

Biosolids Master Plan
City of Cocoa, FL // Project principal // Development of a biosolids master plan to assist the City of Cocoa with identifying biosolids management strategies for the Jerry Sellers WRF.



Erica Stone, PhD, PE

QUALITY CONTROL MANAGER

Professional Engineer, Florida License # 75487
PhD/BS, Environmental Engineering // 17 Years of Experience

Erica's expertise is in the areas of water/wastewater treatment, environmental studies, sampling, research, and data analysis. She has completed bench and pilot test studies, as well as process selection alternative analysis and feasibility studies. She will oversee Carollo's comprehensive quality control program for projects assigned under this contract.

Project Experience:

Facility Plans for the North and South Water Reclamation Facilities
Orange County Utilities, FL // Quality control reviewer // Development of facility plans for the improvements to the NWRF and SWRF.

Tampa Augmentation Project
City of Tampa, FL // Quality control reviewer // Study using natural treatment systems (wetlands and soil aquifer treatment) to return highly treated reclaimed water from the Howard F. Curren Advanced Wastewater Treatment Plant to the regional raw water supply.

South Bermuda WRF Upgrades Expansion
Toho Water Authority, FL // Quality control reviewer // Designed upgrades that included a new grit removal system, improvements to the RAS and WAS pump stations, and other electrical and instrumentation support systems.



Kirsten Burns, PE

PLANNING/CIP LEAD

Professional Engineer, Florida License # 87900
BS, Environmental Engineering // 8 Years of Experience

Kirsten brings experience focused on master planning, CIP development, hydraulic modeling and collection system planning to this project team. Similar project experience includes master planning, hydraulic modeling, flow/demand projections, and system analysis.

Project Experience:

Wastewater Master Plan
City of Daytona Beach, FL // Project engineer // Data collection and assisted in field investigations, flow, and pressure monitoring data for model calibration. Constructed and calibrated hydraulic model and existing and future analysis for improvements for wet and dry weather conditions. Developed future flow and population projections, cost estimating, and model training for the City staff.

Calibrated Wastewater Hydraulic Model
Pasco County Utilities, FL // Hydraulic modeling // On-site data collection; population, flow, and diurnal pattern analysis; field testing; model development; calibration for dry and wet weather scenarios; and overall system analysis for wastewater collection system which includes over 600 publicly owned pump stations and extensive gravity sewer system connected to six active treatment plants.

Wastewater Hydraulic Modeling Assessment
City of St. Petersburg, FL // Project engineer // Capacity evaluations, development of a wet weather overflow mitigation program, prioritization of R&R for the wastewater transmission and collection system.



Arsalan Akram

SCADA/I&C

Certificates: Wonderware InTouch and System Platform Application Server; CitectSCADA; Rockwell FactoryTalk View ME, SE; Trihedral VTScada

BS, Electrical Engineering // 23 Years of Experience

Arsalan is a senior programmer with Carollo with expertise working computer networks, design and deployment of HMI and SCADA systems, historical system design and reporting requirements, PLC system design and programming for small and large plants (machine controls, water and wastewater controls), field instruments, variable frequency drives (VFDs) and soft-start integration and control, electrical design, and network protocol conversion.

Project Experience:

Jerry Sellers Water Reclamation Facility SCADA Services
City of Cocoa, FL // Senior programmer // SCADA hardware and software maintenance. SCADA, PLC and RTU programming and support.

Water Reclamation Facility Expansion
City of Plant City, FL // Senior programmer // Responsible for overall SCADA network, factory acceptance testing, and commissioning on customer site and customer training.

Everest Water Reclamation Facility Expansion
City of Cape Coral, FL // Senior programmer // Developed screens, designed and configured Ethernet, redundant ControlNet and DeviceNet networks, deployed Domain server, redundant RSView SE servers, OSI PI server and Rockwell AssetCenter. Helped program redundant ControlLogix PLC's. Designed 3D screens using Sketchup software, and configured network switches and router.



Mark Pellish, PE

ELECTRICAL ENGINEER

Professional Engineer, Florida License # 46906
BS, Electrical Engineering // 38 Years of Experience

As a senior electrical engineer, Mark's expertise consists of the design of electrical power distribution systems for water and wastewater treatment plants, distribution and sewer collection systems, and lift/ pumping stations. He has worked with the City of Cocoa facilities and will bring that understanding and knowledge to bear on projects assigned under this contract.

Project Experience:

Wastewater Basin 306 Master Pump Station
Collier County Utilities, FL // Electrical engineer // Design of upgrades to two existing mas-ter pump stations and design of one new master pump station within Basin 306 wastewater collection system.

Jerry Sellers WRF SCADA Network and Electrical Building Expansion Design
City of Cocoa, FL // Electrical engineer // Design of a new server room building, expansion of the existing electrical building, and update of the electrical design for the new SCADA network.

Bee Ridge Water Reclamation Facility Expansion to 18-mgd
Sarasota County, FL // Electrical/I&C // Expansion of the BRWRF from 12-mgd MADF to 18-mgd MMADF and conversion of its process to meet Florida AWT requirements.



John Sobczak, PE | Wekiva

STRUCTURAL ENGINEERING LEAD

Professional Engineer, Florida License # 71407
MS, Structural Engineering | BS, Mechanical Engineering // 17 Years of Experience

John is well versed in the requirements for the preparation of structural design calculations and high-quality contract documents for wastewater treatment facilities. His broad experience enables him to provide solutions to engineering problems that are the most cost effective and simple enough to ensure smooth construction and superior results.

Project Experience:

Jerry Sellers WRF Influent, Internal Recycle, and Transfer Pump Station Improvements
City of Cocoa, FL // Structural engineer // Design and construction phase services for the repair and replacement of the existing aging influent pump station and transfer pump station.

Westside Regional Water Reclamation Facility Improvements
City of Daytona Beach, FL // Structural engineer // Designed modifications to the Bardenpho basins to include supplemental air piping and mixers, deep bed sand filters, mudwell, clearwell, clarified liquid pump station, and several single-story masonry electrical buildings.

East WWTP Air Piping Emergency Replacement
City of Winter Springs, FL // Structural engineer // Emergency replacement of the East WWTP air piping between the blower room and treatment basins.



Gerry Torres, DBIA

CONSTRUCTABILITY/CONSTRUCTION MANAGEMENT

Designated Design-Build Professional
AS, Civil Engineering // 22 Years of Experience

Gerry has experience in water and wastewater treatment projects, including estimating, preconstruction, and project operations on design-bid-build and integrated delivery projects. He also has an extensive background in cost-effective planning and buy-out of facilities and solid relationships with local subcontractors and vendors.

Project Experience:

Bee Ridge Water Reclamation Facility Expansion to 18-mgd
Sarasota County, FL // Construction manager // Expansion of the BRWRF from 12-mgd MADF to 18-mgd MMADF and conversion of its process to meet Florida AWT requirements.

Southeast Wastewater Treatment Plant Expansion
Pasco County, FL // Construction inspection // On-site resident project representative and construction inspection services of the Southeast Wastewater Treatment Plant expansion from 3- to 6-mgd AADF, plus several thousand linear feet of force main replacement and addition outside the fence.

Wastewater Treatment Plant Improvements
City of Sarasota, FL // Field investigation and data review // Renew and/or replace existing facilities, automate existing treatment processes, “harden” existing facilities against severe weather events and cyber attacks, evaluate electrical needs, and provide redundancy for critical infrastructure for the existing 10.2 million gallon per day (mgd) advanced wastewater treatment plant

Required Forms and Statements



CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. **Current domicile of Project Manager:**

Name	Elisabetta Natale, PE
Address	608 Largovista Drive
City, State, Zip	Oakland, FL 34787
County	Orange

Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? _X_ Yes ____ No

2. **Current domicile of Project Engineer:**

Name	Kunal Nayee, PE
Address	5922 Rywood Drive
City, State, Zip	Orlando, FL 32810
County	Orange

Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? _X_ Yes ____ No

3. Firm's Office Location:

Company	Carollo Engineers, Inc.
Address	200 E Robinson Street, Suite 1400
City, State, Zip	Orlando, FL 32801
County	Orange

Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? _X_ Yes ____ No

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

Authorized Signatory	Carollo Engineers, Inc. **Name of Proposer**
M. Scott Richards, PE **Typed or Printed Full Name**	April 5, 2023 **Date**
Vice President **Title**	

On this 5th day of April, 2023, before me appeared (name) M. Scott Richards, PE, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) Carollo Engineers, Inc. to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires June 20, 2025

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

(seal)

Date April 5, 2023

State of Florida

County of Orange

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF Florida

CITY OF Orlando

BEFORE ME**,** the undersigned authority, this day personally appeared M. Scott Richards, PE, who, after first being duly sworn, upon oath, deposes and says:

1. My name is M. Scott Richards, PE and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of Vice President for Carollo Engineers, Inc. (hereinafter "Respondent") and have been employed by Respondent since December 4, 2017.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
RFQ-18-10-COC - TO 2021-20	$10,490.00
RFQ-18-10-COC - TO 2023-29	$199,394.08
RFQ-18-10-COC - TO 2023-27	$371,444.54
RFQ-18-10-COC - TO 2023-31	$125,913.68
RFQ-18-10-COC - TO 2023-28	$163,646.12
RFQ-18-10-COC - TO 2023-32	$34,718.34
RFQ-18-10-COC - TO 2021-16	$97,430.00
RFQ-18-10-COC - TO 2023-30	$19,963.29

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

CONTRACT	AMOUNT PAID
RFQ-18-10-COC - TO 2022-21	$19,963.29
RFQ-18-10-COC - TO 2022-22	$163,646.12
RFQ-18-10-COC - TO 2021-20	$10,490.00
RFQ-18-10-COC - TO 2022-23	$54,360.00
RFQ-18-10-COC - TO 2022-24	$248,637.38
RFQ-18-10-COC - TO 2022-25	$199,474.54
RFQ-18-10-COC - TO 2020-12	$4,051.00
RFQ-18-10-COC - TO 2020-13	$14,378.64
RFQ-18-10-COC - TO 202118	$454,738.62
RFQ-18-10-COC - TO 2021-15	$157,598.35
RFQ-18-10-COC - TO 2020-11	$175,810.66
RFQ-18-10-COC - TO 2021-17	$252,859.00
RFQ-18-10-COC - TO 2021-19	$19,963.29
RFQ-18-10-COC - TO 2020-14	$167,104.00

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: M. Scott Richards, PE

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of (X) physical presence or (___) online notarization, this 5th day of April, 20 23 by M. Scott Richards, PE [X] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of April, 20 23.

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC
Print Name: Teresa Eleanor Boywid
June 20, 2025
My Commission Expires:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF Florida

CITY OF Orlando

BEFORE ME, the undersigned authority, this day personally appeared M. Scott Richards, PE, who, after first being duly sworn, upon oath, deposes and says:

1. My name is M. Scott Richards, PE and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of Vice President for Carollo Engineers, Inc. (hereinafter "Respondent") and have been employed by Respondent since December 4, 2017.

4. I am familiar with the current professional licensing status of Respondent.

5. I have assisted in preparing the Respondent's response to the City of Cocoa **RFQ Q-23-13 COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems** and I am familiar with the contents of said response.

6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; and

7. Based on my personal knowledge and belief, I state as follows:

   a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: M. Scott Richards, PE

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of (X) physical presence or ( ) online notarization, this 5th day of April, 20 23 by M. Scott Richards, PE [X] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of April, 20 23 .

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC
Print Name: Teresa Eleanor Boywid
June 20, 2025
My Commission Expires:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of $1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

(Authorized Signature)

M. Scott Richards, PE, Vice President
(Printed Name and Title)

Carollo Engineers, Inc.
(Name of Vendor)

STATE OF Florida, COUNTY OF Orlando

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 5th day of April, 20 23, by M. Scott Richards, PE (name of person whose signature is being notarized) as Vice President (title) of Carollo Engineers, Inc. (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC:

(Signature) State of Florida at Large (Seal)

Teresa Eleanor Boywid (Print Name) My commission expires: June 20, 2025

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

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2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

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Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

Authorized Signatory	M. Scott Richards, PE Typed Name of Signatory
Vice President Title	April 5, 2023 Date
Witness Signature	Teresa Boywid Typed Name of Witness

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Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b.Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: Carollo Engineers, Inc.	Date: April 5, 2023
Signature of Authorized Certifying Official:	Title: M. Scott Richards, PE, Vice President

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Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

Carollo Engineers, Inc. whose business address is 200 E Robinson Street, Suite 1400, Orlando, FL 32801
[Name of entity submitting sworn statement]

and its Federal Employer Identification Number (FEIN) is 86-0899222.

My name is M. Scott Richards, PE and my relationship to the above is Vice President.
[Please print name of individual signing]

A.NON-COLLUSION PROVISION CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B.LOBBYING CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in `connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

Authorized Signatory	M. Scott Richards, PE Typed Name of Signatory
Vice President Title	April 5, 2023 Date
Witness Signature	Teresa Boywid Typed Name of Witness

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Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
X	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)

State of Incorporation	Delaware
Principal Place of Business (Enter Address)	2795 Mitchell Dr, Walnut Creek, CA 94598
Federal I.D. or Social Security Number	86-0899222

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name: Carollo Engineers, Inc.

Mailing_Address: 200 E Robinson St #1400, Orlando, FL 32801

Telephone_Number: 407-478-4642 E-mail Address: enatale@carollo.com

FEIN: 86-0899222 DUNS: 045809316 CAGE Code: C7HVTLQZSWN4 As issued through www.sam.gov

Authorized Signatory Printed Name

M. Scott Richards, PE

Title Vice President

Date April 5, 2023

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E-Verify Contractor Affidavit

I hereby certify that Carollo Engineers, 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 Carollo Engineers, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: M. Scott Richards, PE
Date: April 5, 2023

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this April 5, 2023 (date) by M. Scott Richards, PE (name of officer or agent, title of officer or agent) of Carollo Engineers, Inc. (name of corporation acknowledging) , a Delaware (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
Teresa Eleanor Boywid
Name typed, printed, or stamped
My Commission Expires: June 20, 2025

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025



Company ID Number:40635 Client Company ID Number:1491821

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Carollo Engineers, Inc.
Company Facility Address	2795 Mitchell Drive Walnut Creek, CA 94598
Company Alternate Address	4600 E Washington St Suite 500 Phoenix, AZ 85034
County or Parish	Contra Costa
Employer Identification Number	86-0899222
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	46



Company ID Number:40635 Client Company ID Number:1491821

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

California	10
Texas	7
Virginia	1
Florida	7
Massachusetts	1
Wisconsin	1
Illinois	1
Colorado	3
Missouri	1
New Mexico	1
Idaho	1
Arizona	3
Washington	1
Hawaii	1
Oklahoma	1
Nevada	2
Oregon	1
Utah	1
Nebraska	1
New York	1



Company ID Number:40635 Client Company ID Number:1491821

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Angie Keezer
Phone Number	(602) 474-4236
Fax Number	
Email Address	akeezer@carollo.com

Name	Christian Varela
Phone Number	(602) 474-4287
Fax Number	
Email Address	cvarela@carollo.com

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FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

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accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has

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been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1)*Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2)*Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~**5.** Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this

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clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1.Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2.Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3.Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4.Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1.A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2.Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a.Are *not used* as a substantial or essential component of any system; *and*

b.Are *not used* as critical technology of any system.

2.Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment

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or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

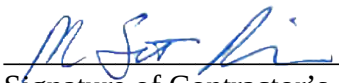
17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Carollo Engineers, Inc., 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.



Signature of Contractor's Authorized Official

M. Scott Richards, PE, Vice President

Name and Title of Contractor's Authorized Official

April 5, 2023

Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondent/Contractor Name: Carollo Engineers, Inc.

Mailing Address: 200 E Robinson Street, Suite 1400, Orlando, FL 32801

Telephone Number: 407-478-4642 E-mail Address: enatale@carollo.com

FEIN: 86-0899222 DUNS: 045809316 CAGE Code: C7HVTLQZSWN4 As issued through www.sam.gov

Authorized Signature — April 5, 2023 Date

M. Scott Richards, PE
Name of Respondent

Vice President
Title

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1.Company Name City of Daytona Beach
Contact Name and Title Eric Smith, PE, Deputy Utilities Director
Address 3651 LPGA Boulevard, Daytona Beach, FL 32124
Phone Number 386-671-8829 | e. smitheric@codb.us
Duration of Contract or business relationship 16 Years
We currently hold two continuing contracts with the City of Daytona Beach, one focused on water and wastewater treatment facilities and the other focused on planning, studies, design, and construction phase services for pipelines and pumping facilities.

2.Company Name City of Boynton Beach
Contact Name and Title Christopher Roschek, PE, Utilities Operations
Address 124 E. Woolbright Rd.| Boynton Beach, FL 33435
Phone Number 561-742-6413 | e. roschekc@bbfl.us
Duration of Contract or business relationship 9 Years
We currently hold a continuing services contract that is focused on water and wastewater t planning, studies, design, and construction phase services.

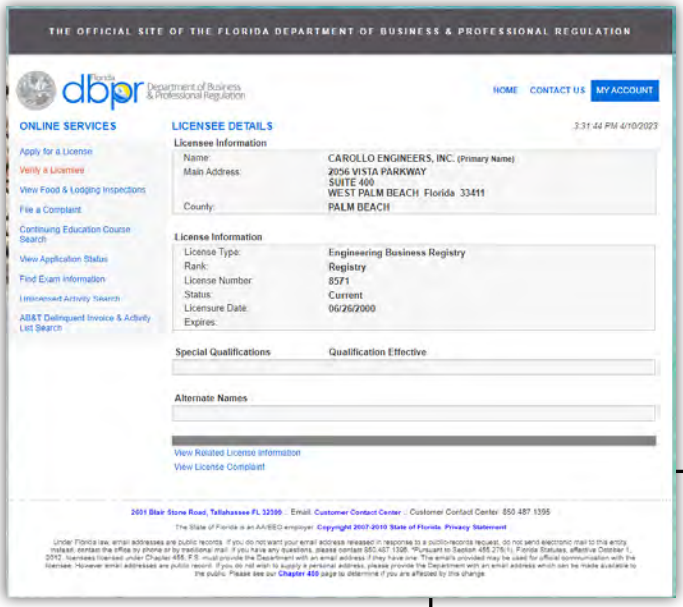
3. Name Toho Water Authority
Contact Name and Title Lan Zhou, Project Manager
Address 3651 LPGA Boulevard, Daytona Beach, FL 32124
Phone Number 407-944-5027 | e. lzhou@tohowater.com*
Duration of Contract or business relationship 7 Years
Carollo has been providing professional engineering services to Toho on water and wastewater treatment facilities including planning, studies, design, and construction phase services.

**Lan is currently working out of the Country and email is the most effective and preferred method of contact until she returns to the office.*

Standard Terms and Conditions/Special Condition Modification Requests

Carollo has no exceptions to the standard terms and conditions provided by the City in your Request for Qualifications Q-23-13-COC or any special condition modification requests at this time.

Carollo Business Licenses



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS

3:31:44 PM 4/10/2023

Licensee Information

Name:	CAROLLO ENGINEERS, INC. (Primary Name)
Main Address:	2056 VISTA PARKWAY SUITE 400 WEST PALM BEACH Florida 33411
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	8571
Status:	Current
Licensure Date:	06/26/2000
Expires:	

Special Qualifications | Qualification Effective

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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State of Florida
Department of State

I certify from the records of this office that CAROLLO ENGINEERS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on May 25, 2000.

The document number of this corporation is F00000003055.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 13, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of February, 2023

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

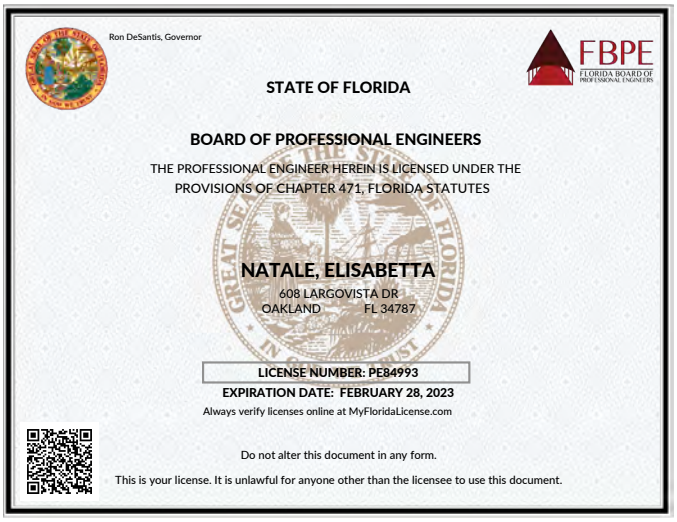
Secretary of State

Tracking Number: 9545514977CU

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Carollo Personnel Licenses



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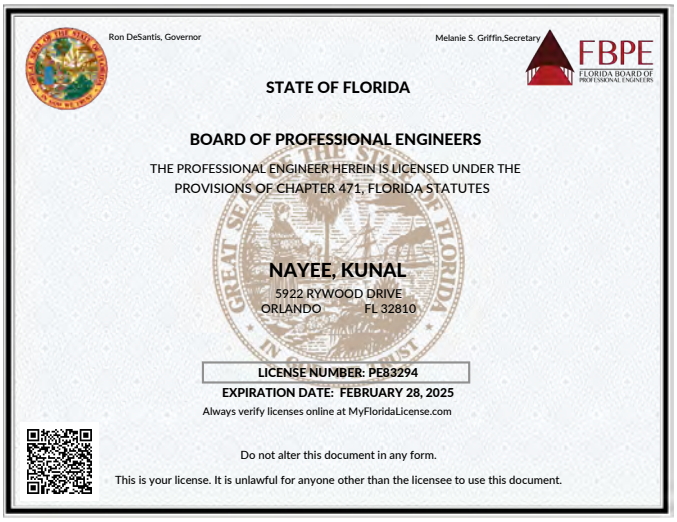
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NATALE, ELISABETTA
608 LARGOVISTA DR
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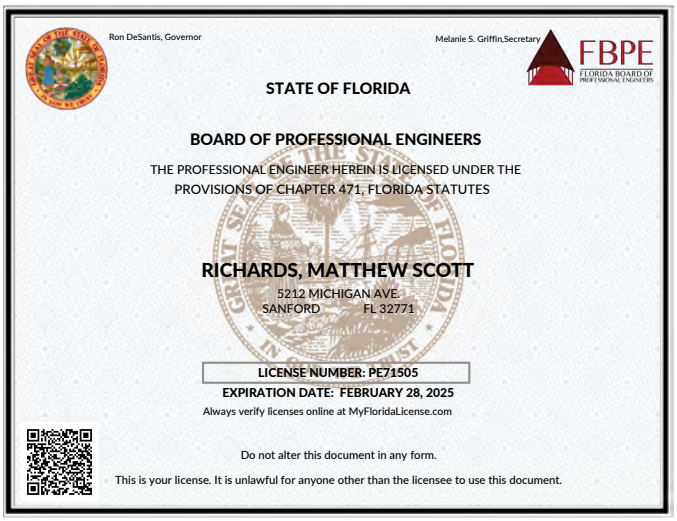
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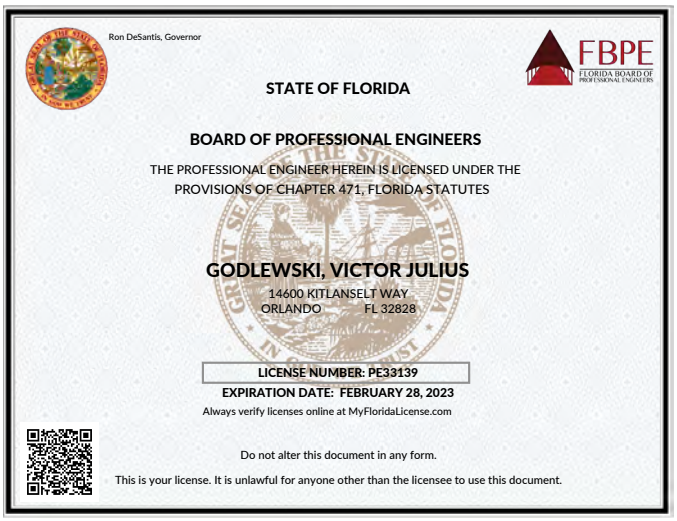
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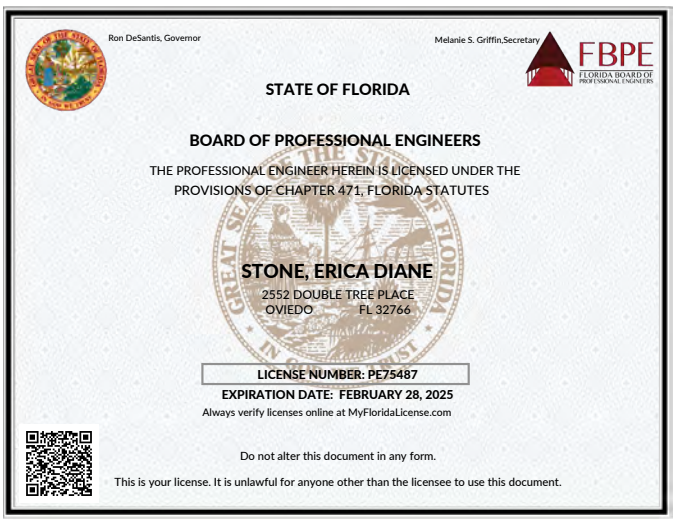
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GODLEWSKI, VICTOR JULIUS
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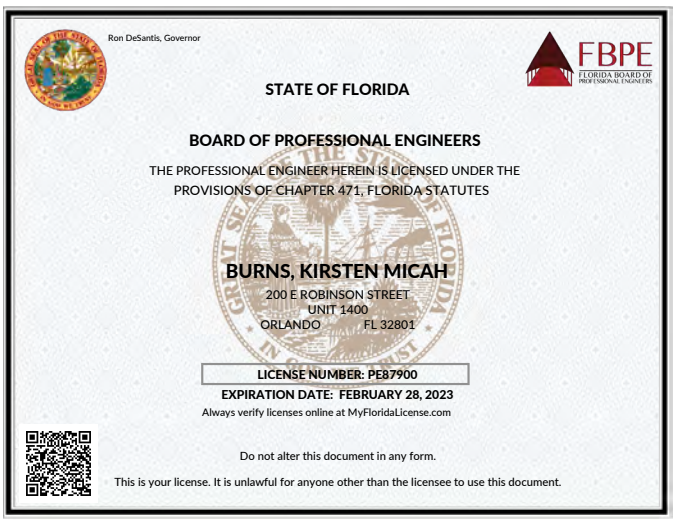
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STONE, ERICA DIANE
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BURNS, KIRSTEN MICAH
200 E ROBINSON STREET
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PELLISH, MARK A

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WARNER, RICHARD C.

4958 BUTLER NATIONAL DRIVE
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THOMAS, MARY FICKERT

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HELMS, AUBREY DALE JR.

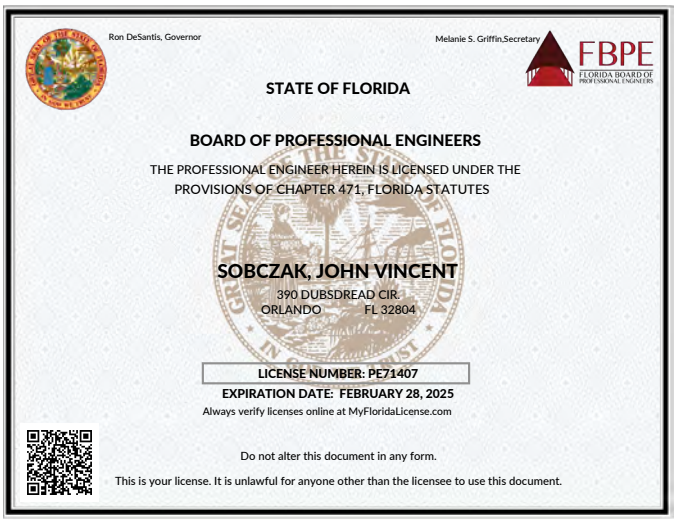
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SOBCZAK, JOHN VINCENT

390 DUBSDREAD CIR
ORLANDO FL 32804

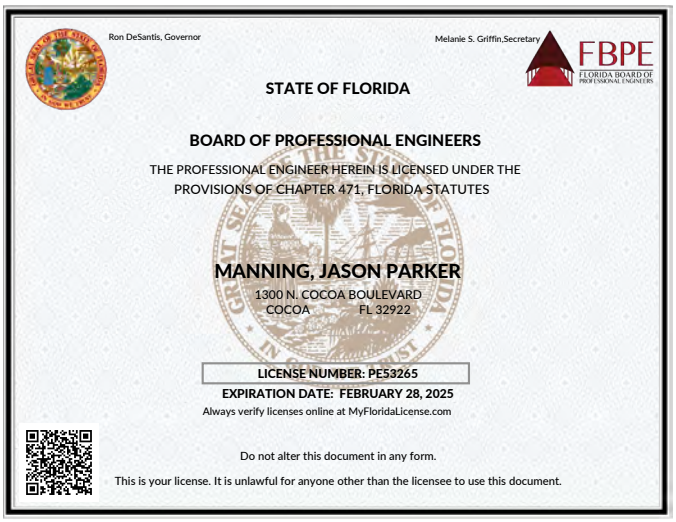
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MANNING, JASON PARKER

1300 N. COCOA BOULEVARD
COCOA FL 32922

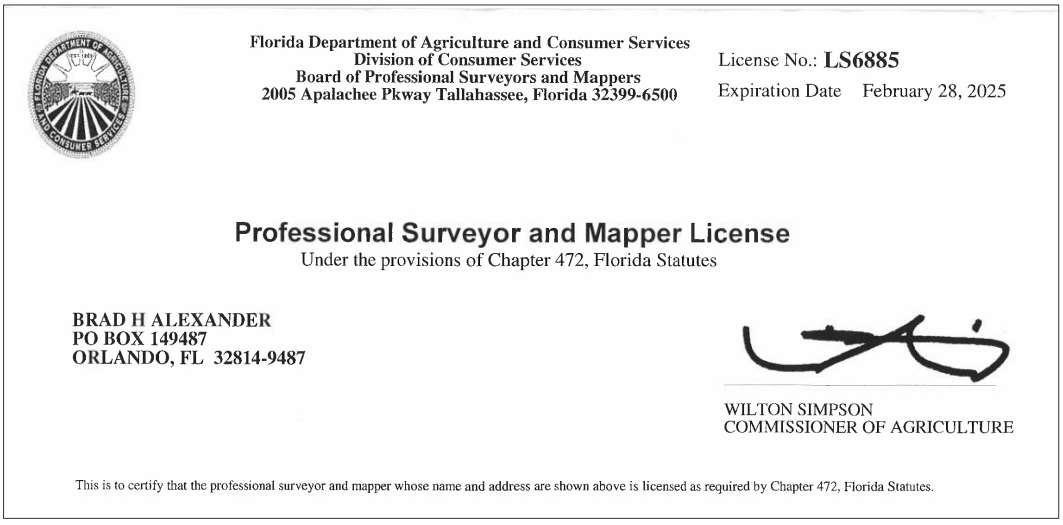
LICENSE NUMBER: PE53265

EXPIRATION DATE: FEBRUARY 28, 2025

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.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6885

Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

BRAD H ALEXANDER
PO BOX 149487
ORLANDO, FL 32814-9487

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

7/4/2023

DATE (MM/DD/YYYY) 3/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1472884 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Continental Casualty Company — 20443 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19455159 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9730569	7/4/2022	7/4/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2022	7/4/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 9730570	7/4/2022	7/4/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2022	7/4/2023	EACH CLAIM: $4,000,000; AGGREGATE: $4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFQ - Engineering Services for Wastewater Collection, Treatment, and Disposal Systems, Bid No. Q-23-13-COC. City of Cocoa is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER

19455159
City of Cocoa
65 Stone St.
Cocoa FL 32922

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE Joseph M Agnello

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

MBE Certificate



State of Florida

Woman & Minority Business Certification

L & S Diversified

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
07/07/2021 to 07/07/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

200 East Robinson Street, Suite 1400, Orlando, FL 32801
407.478.4642 | carollo.com

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Engineering Svcs for Wastewater Collection, Treatment, and Disposal System	2024-03
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 09/28/23 City Bid Number: RFQ-23-13-COC AMOUNT: $ 233,570.00

Vendor Name: Carollo Engineers, Inc. Quote/Proposal Number: 2024-03

Dept. Number/Division Name: 4125 Utilities/SFO

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

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Carollo Engineering, Inc. will provide Sewer Field Operations with professional engineering services for project management and coordination, technical support and review, SCADA maintenance, long-term strategic planning, and manhole/gravity sewer program maintenance.

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

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

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

Melinda Keesee Digitally signed by Melinda Keesee Date: 2023.09.28 10:10:15 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.09.28 12:33:10 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-03

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2023.10.04 14:22:01 -04'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

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

RESOLUTION NO. 2023-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

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

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

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 24th day of October 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-020-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4125 | DATE PREPARED: 09/28/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 33,570)	421-4125-536.46-00		Repairs & Maintenance	$ 0	$ 0	($ 33,570)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 33,570)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 33,570	421-4125-536.31-03		Engineering Services	$ 200,000	$ 200,000	$ 233,570	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 33,570	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer funds in order to fund the Carollo Engineers Task Order 2024-03 in FY24. SFO budgeted $200,000 in anticipation for this task order, but that was before the new contract with Carollo Engineers was completed. Agenda 23-616

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/24/23 RESOLUTION #: 2023-119

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

9/28/23 Melinda Keesee Digitally signed by Melinda Keesee Date: 2023.09.28 10:21:30 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.10.16 14:17:04 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.09.28 12:31:15 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.17 08:46:47 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	23-631	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/4/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Reconditioning the existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and Retrofitting it to the UltraClean™ version for the Sellers Water Reclamation Facility with Parts and Supervision provided by Parkson Corporation of Fort Lauderdale, Florida, in the amount of $77,890. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Parkson Sales Quote w Cocoa Exhibit.pdf solesourceresolution - Parkson.pdf Parkson Sole Source letter.pdf Parkson Sales-conditions_update-210929.pdf E-Verify Contractor Affidavit_Parkson.docx.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 4, 2023
Agenda Date: October 24, 2023
Prepared By: Rose Hochreiter, Administrative Assistant
Through: John A. Walsh, P.E. Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Reconditioning the existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and Retrofitting it to the UltraClean™ version for the Sellers Water Reclamation Facility with Parts and Supervision provided by Parkson Corporation of Fort Lauderdale, Florida, in the amount of $77,890.

BACKGROUND:

The bar screening system is the beginning of the wastewater treatment process. As such, it is critical the bar screens are operational and when functioning properly, they will protect the other components of the plant from damage by removing large solids from the influent.

In September 2018 Council approved the replacement of the bar screen with an Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen purchased by the Mack Company, the sole representative for Parkson Corp. in the State of Florda at that time. Due to being located in a very

corrosive area of the plant, the bar screen has started to experience an increasing need for maintenance and the manufacturer is recommending a retrofit of the equipment. Retrofitting the bar screen to the new UltraClean™ version will cost less than 50% of replacement cost and extend the useful life of the equipment.

Since the retrofit is part of the Aqua Guard® proprietary systems for repairs and replacement parts, the refurbishment of the system can only be conducted by the Parkson Corporation. Subsequently, staff is recommending waiving the Competitive Bidding Process for a Sole Source Purchase of reconditioning the existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and Retrofitting it to the UltraClean™ version at the Sellers WRF facility.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	n/a

Amount Requested	$77,890
Account Number	421-4120-536.46-00
Account Name	Maintenance & Repairs

PREVIOUS ACTION:

September 11, 2018 - Approved a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Parkson Bar Screen for the Sellers Water Reclamation Facility from the Mack Company, Ponte Vedra Beach, Florida; To Approved a Resolution Amending the FY2018 Budget

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Reconditioning the existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and Retrofitting it to the UltraClean™ version for the Sellers Water Reclamation Facility with Parts and Supervision provided by Parkson Corporation of Fort Lauderdale, Florida in the amount of $77,890.

CORPORATE OFFICE
1401 W. Cypress Creek Rd., Ste. 100
Fort Lauderdale, FL 33309
Phone 954.974.6610
Fax 954.974.6182

Quotation

NUMBER: B02011671 Rev 2

DATE: October 5, 2023

TO: City of Cocoa
375 N. Cocoa Blvd.
Cocoa, FL 32922

Attn: Joseph Gibson
Tel: 321-474-0329
E-Mail: jgibson@cocoafl.gov

REF.: Project Name: City of Cocoa
Project Location: Cocoa, FL
Original Project #: P02011177
Rebuild #: n/a

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and retrofit to the UltraClean™ version and is pleased to provide this ***Rebuild/Retrofit Quotation*** for the following:

ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN

# Existing Units:	1
Unit #:	P02011177
Model:	AG-MN-UC

1.A Existing Equipment:

Description

Screen Width:	2 ft. 4-1/2 in.
Solids Discharge Height:	10 ft.
[as measured from the bottom of the channel to the discharge point]	
Screen Angle:	75 º
Screen Opening:	36 mm
Application / Industry:	Municipal

Materials of Construction

Elements:	high impact polycarbonate alloy
Frame:	304 SS
Conveyor Chain:	all 316 SS
Filter Element Shafts:	316 SS
Side Plate:	high impact phenolic

1.B The following parts are recommended for replacement on one (1) unit:

Item Description	Quantity
Screen Assembly	1
Includes filter shafts, elements, chain, side plates, snap rings, etc	
Front Seal Kit	1
Rotating Brush	1
Guide Rail, RH	1
Guide Rail, LH	1
Lower Guide Rail	2
Upper Guide Rail	2
Upper Guide Rail	2
Bearings for Drive Shaft	1
Bearings for Rotating Rail	2
Bearings for Brush	1
Chain Tightener	1
Drive Shaft w Welded Sprocket	1
Shaft Collar for Drive Shaft w Welded Sprocket	1
Side Seal Kit (includes the items below)	1
Side Seals	2
Side Seal, Brush 3"	126"
Side Seal, Brush 6"	14"

ITEM 2 OFFERINGS - PURCHASE PRICE

2.A Parkson Certified On-site In Kind Rebuild with OEM Parts & Technicians (Per Unit) …….$86,490.00 USD

1. To ensure work site safety, customer/owner is responsible for removing unit from the channel, placing unit on a level surface, thoroughly cleaning, pressure washing and disinfecting the unit, and reinstalling unit in channel.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Removal and reinstallation of the unit in the channel is excluded.
5. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
6. Taxes excluded.

Rebuild / Start-Up Assistance - Included

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service will be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for $1,400 per day plus travel and living expenses.

2.B Parkson Certified On-site In Kind Rebuild by Owner with OEM Parts and Parkson Supervision (Per Unit)……$77,890.00 USD

1. To ensure work site safety, customer/owner is responsible for removing unit from the channel, placing unit on a level surface, thoroughly cleaning and disinfecting the unit, and reinstalling unit in the channel. Customer is also responsible for all field work, with supervision of rebuild efforts by Parkson.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Removal and reinstallation of the unit in the channel is excluded.
5. Work supervised by Parkson certified personnel.
6. Taxes excluded.

Field Service Supervision / Start-Up Assistance - Included

Parkson will furnish one certified technician as required to supervise rebuild of the unit, provide start-up and operator training. Customer agrees to provide "2" workers to preform rebuild labor during the entire rebuild process. Should they get pulled off the job for other reasons additional charges will be incurred by Buyer. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for $1,400 per day plus travel and living expenses.

2.C Parkson OEM Certified Rebuild Parts Only (Per Unit)……..$69,290.00 USD

1. Owner is responsible for all field work.
2. Parts listed in [1B] above (only).
3. Parts are F.O.B. Factory, freight included.
4. Taxes excluded.

ITEM 3 SCHEDULE, VALIDITY, PAYMENT TERMS

3.A Schedule:

- Submittal Phase Not required.
- Parts availability: 14-16 weeks following receipt of acceptable written Purchase Order.
- Field/on-site rebuild is expected to occur approximately [4-6] weeks after all replacement parts are delivered to the jobsite, subject to mutually approved scheduling. (Prior commitments may dictate schedule variations). However, in no event shall Parkson be the sole cause of delaying the scheduled start of the rebuild more than [180] days after parts delivery. Dates are subject to confirmation upon receipt of written Purchase Order.

3.B Validity:

Price is valid for thirty (30) calendar days from Quotation date, for shipment of Equipment within the timetable stated above.

3.C Payment Terms:

90% net 30 days upon shipment of parts to site, 10% upon rebuild completion, not to exceed 90 days after shipment of parts should rebuild be delayed by other than Parkson. Payment terms for parts only without any factory labor or field service is 100% net 30 days from shipment.

MECHANICAL WARRANTY:

As defined in Section XVI on the attached Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Rotostrainer by a) factory certified rebuild, b) on-site certified rebuild, or c) on-site supervised, certified rebuild.
Installation labor of parts or parts not ordered as part of a rebuild package have a 90 day warranty.

DRAWINGS AND INSTALLATION, OPERATION AND MAINTENANCE (IO&M) MANUALS:

1. Approval Drawings: Not required
2. Certified Drawings: Not required
3. IO&M Manuals: Not required

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: *http://www.parkson.com/files/documents/Sales-conditions.pdf*

The parties further agree to incorporate the City of Cocoa additional terms and conditions attached herein as Exhibit A.

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

CLARIFICATIONS AND EXCEPTIONS:

Section _____:

BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

- Upon disassembly in our shop or on-site if any unforeseen parts or structural repairs are required, Parkson Corporation will notify the customer prior to commencement of any repairs beyond original quoted scope. The costs for these items and any time extension will be added to the scope of work.
- Removal and installation of Aqua Guard unit in channel (disassembled from adjoining equipment / electrical / controls).
- High pressure wash the unit / removal of all solids. Additional charges and delays will occur if our crew / factory has to send equipment out for cleaning and solids disposal.
- Shower water connections and water supply.
- Controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
- Loading, unloading, crating, uncrating and installation of replacement parts. Installation will, at minimum, require a forklift and possibly a crane / hoist.
- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.
- Interconnecting piping.
- Piping connections, platforms, gratings and railings unless stated otherwise.
- Any other auxiliary equipment or service not detailed above.
- Dumpster for all old parts [on-site rebuild].
- Redirect channel flow.
- Provide clean, dry channel.
- Old parts weighing 50 lbs or more should be loaded on a customer supplied forklift (or equal) in order to place them in a customer supplied dumpster.
- Care and storage of rebuild components upon receipt at customer site.
- Installation of auxiliary and interconnection to main control panel. (If applicable)
- Modifications to water line for UC spray bar system. (If applicable)
- Mechanical modifications below Parkson's discharge chute. (If applicable)
- Platform or scaffolding modifications or any other appurtenances around the unit. (If applicable)

Customer must Provide

- At a minimum, a forklift and possibly a crane / hoist.
- Manlift, ladders
- Dumpster for all old parts [on-site rebuild only].
- Hydraulic puller to remove gear assembly.

Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

Issued By: Vince Piagentini

PARKSON CORPORATION
1401 West Cypress Creek Road #100
Fort Lauderdale, FL 33309-1969

Name: Marty Unger
Title: Regional Sales Manager – Aftermarket
Date: October 5, 2023
Phone: 954-383-1757
Email: munger@parkson.com

Enclosures:

Local Rep: Eric Peters
MTS Environmental
941-773-5051
epeters@mts-florida.com

cc:

9/26/2018.dk

Accepted By: (Herein called the Buyer)

Name
Title:
Date:

Accepted with the addition of Exhibit A, attached:

Andrew Singer, Contracts Manager
Parkson Corporation
Date: 10/17/23

Exhibit A

Additional Terms and Conditions for City of Cocoa Agreements

1. INDEMNIFICATION

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

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

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

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

2. Public Records

It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement,

may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

3. Venue

3.1. MEDIATION/VENUE - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

3.2. GOVERNING LAW & VENUE - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state

action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

4. INSURANCE REQUIREMENTS

4.1. 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.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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.

5. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including

but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

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

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

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

RESOLUTION NO. 2023-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 24th day of October, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, Interim City Clerk

EXHIBIT "A"

To Resolution No. 2023-122

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of Reconditioning the existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and Retrofitting it to the UltraClean™ version for the Sellers Water Reclamation Facility with Parts and Service provided by Parkson Corporation of Fort Lauderdale, Florida.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

Parkson™
Treating Water Right

1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969

Phone 1.888.PARKSON
Fax 954.974.6182

Date: October 1, 2023

Jerry Sellers WRF
375 N. Cocoa Blvd.
Cocoa, FL 32922

Attn: Joseph Gibson
Phone: 321-474-0329
Email: jgibson@cocoafl.gov

Subject: Sole Source Letter

Subject Products: Aquaguard®

Dear Mr. Gibson,

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject products. Parkson Corporation is the original manufacturer/supplier of the subject products and is the only source for OEM replacement parts. In addition, Parkson has the only technicians that are certified to work on the equipment.

Sincerely,

Parkson Corporation

Standard Conditions of Sale

I. GENERAL: All references to Parkson (or any derivative thereof) shall mean Parkson Corporation. and all references to Buyer shall mean the customer named in a purchase order, quotation or proposal (collectively referred to herein as "quotation"). All quotations from Parkson shall be considered solicitations of offers and all purchase orders placed by Buyer shall be considered offers, which can only be accepted in writing by Parkson. Buyer shall either sign Parkson's quotation, or in the alternative, issue a non-conflicting purchase order containing necessary information, such as site name, price schedule, type and quantity of product, requested delivery date and delivery instructions. Parkson hereby objects to and rejects any and all additional or different terms proposed by Buyer, whether contained in Buyer's request for quotation, purchase order, purchasing or shipping release forms. Notwithstanding any terms or conditions that may be included in Buyer's purchase order form or other communications, Parkson's acceptance is conditional upon Buyer's assent to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any other terms or conditions shall not become a part of the agreement unless expressly agreed to in writing by Parkson. Parkson's failure to object to any terms or conditions contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such terms or conditions. These terms and conditions shall be deemed incorporated (as though set forth in full) into any agreement entered into between Parkson and Buyer unless otherwise noted in writing. Parkson reserves the right, without any increase in price, to modify the design and specifications of Parkson products, provided that the modification does not adversely affect the original performance specifications as specified by Parkson or as requested by Buyer. Shipments, deliveries and performance of work shall at all times be subject to the approval of Parkson's Credit Department. Parkson may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Parkson.

II. PRICES, TERMS OF PAYMENT & TAXES: (a) **PRICES**: Unless expressly stated to be firm for a definite period, Parkson's offers are subject to change without notice, and in all cases are subject to withdrawal at any time before acknowledgment by Buyer. Quoted prices are firm for only thirty (30) days. Orders placed after thirty (30) days are subject to price increases in Parkson's sole discretion. Prices on acknowledged orders are firm for the agreed upon delivery time. Customer requests to extend originally agreed upon delivery date(s) will be subject to price escalation. If a price is stated in the quotation, it is based upon shipment of the quantities and quality requested by Buyer and based on Parkson's internal delivery schedule at the time of preparation of said quotation. (b) **TERMS OF PAYMENT**: Payments against invoices shall be due and payable thirty (30) days from the date of delivery to a carrier, or upon receipt of an invoice from Parkson, whichever first occurs. If in Parkson's opinion, Buyer's financial condition does not justify continuation of production or shipment on the terms of payment specified, Parkson may, upon written notice to Buyer, cancel or suspend any outstanding order or part thereof, unless Buyer shall promptly pay for all goods delivered or shall make advance payments to Parkson as it, at its option, shall determine. If Buyer delays shipment for any reason, date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If Buyer delays manufacture for any reason, a payment shall be made based on purchase price and percentage of completion, with the balance payable in accordance with the terms as stated. If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Parkson's right to immediate payment, be increased by 1½% per month on the unpaid balance, not to exceed the maximum amount permitted by law. If at any time in Parkson's judgment Buyer may be or may become unable or unwilling to meet the terms specified herein, Parkson may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment. A 2.0% processing fee will be added to all invoices over $10,000 paid by credit card. (c) **TAXES**: Except for the amount, if any, of tax stated in a Parkson quotation, the prices set forth therein are exclusive of any amount for federal, state, local, excise, sales, use, property, in-country, import, VAT or similar taxes or duties. Such prices also exclude permit, license, customs and similar fees levied upon shipment of Parkson products.

III. SHIPMENT/STORAGE: (a) SHIPMENT: The anticipated shipment date(s) set forth in the quotation is/are approximate and subject to change. Notwithstanding other limitations set forth by Parkson, Parkson shall not be liable for any delays in shipment which are caused by events beyond the control of Parkson including, but not limited to, delays caused by inaccurate or incomplete data, changes, or revisions in the work to be performed, tardy approval of drawings by Buyer, acts of Buyer or Buyer's agent, Force Majeure (see Section XIII below). Parkson shall have the right to extend the anticipated shipment date for up to ten (10) business days, for any reason, provided Parkson shall give Buyer written notice of such delay prior to the scheduled shipping date. Buyer's order will be crated for domestic truck shipment and Parkson assumes no responsibility for loss of, or damage to, the equipment following delivery to a carrier, who shall be deemed to be acting as agent for Buyer, and the equipment shall thereafter be at the Buyer's sole risk. It is Parkson's policy to ship its equipment "Bill Collect," and the carrier will mail its invoice(s) directly to Buyer's billing address, unless otherwise agreed to in writing. **(b) STORAGE**: Once Buyer has been notified that its order is ready for shipment, if Buyer requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory and Buyer shall execute Parkson's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Parkson to Buyer pursuant to Section IV below. In the event that Buyer shall refuse to execute Parkson's Transfer of Title form and/or if the fabricator is unable to withstand storage of the equipment, Parkson shall have the right, at its sole discretion, to transfer the equipment to an intermediate storage facility, all at Buyer's cost, whereby transfer of title and risk of loss will be deemed to pass, pursuant to Section IV below, when the products are delivered to the carrier at the factory. All costs associated with shipping the equipment to said storage facility or from said storage facility to the job site (or any other site requested by Buyer) shall be the responsibility of Buyer. Buyer shall reimburse Parkson upon demand for any costs incurred by Parkson in connection with said storage, including without limitation, steps taken to protect the equipment from the elements, transport, storage facility fees, insurance, etc. Any delay in shipment requested or caused by Buyer or its agents will not affect the Terms of Payment above.

IV. TITLE & RISK OF LOSS: Parkson's prices are F.O.B. Parkson's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Buyer upon delivery to a carrier; except that a

security interest in the equipment or any replacement shall remain in Parkson's name, regardless of mode of attachment to realty or other property, until the full purchase price has been received by Parkson. Buyer agrees to do all acts necessary to perfect and maintain said security interest, and to protect Parkson's interest by adequately insuring the products against loss or damage from any external cause, including during any storage or transport, with Parkson named as insured or co-insured. Any claim by Buyer against Parkson for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Parkson in the condition claimed. Parkson shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Buyer that these shipments be made in total. Any shipments returned to Parkson as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Parkson, including any storage costs as set forth in Section III above.

V. ERECTION: Unless otherwise agreed in writing, products are assembled, installed and/or erected by and at the full expense of Buyer.

VI. CANCELLATION & BREACH: Buyer agrees that Parkson products are specially manufactured goods that are not suitable for sale to others in the ordinary course of business. Therefore, purchase orders placed with Parkson cannot be canceled without recourse, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Parkson's written consent and upon terms which shall indemnify Parkson against all loss. In the event of cancellation or the substantial breach of the agreement between Buyer and Parkson, including without limitation, failing to make payment when due, Buyer agrees that Parkson will suffer serious and substantial damage which will be difficult, if not impossible, to measure, both at the time of entering the agreement and as of the time of such cancellation or breach. Therefore, the parties agree that upon such cancellation or breach, the Buyer shall pay to Parkson the sums set forth below which Parkson and Buyer do hereby agree shall constitute agreed and liquidated damages in such event:

a. If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of general arrangement drawings by Parkson to Buyer, liquidated damages shall be 10% of the selling price.
b. If cancellation or breach shall occur within thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, the liquidated damages shall be 30% of the selling price.
c. If the cancellation or breach occurs after thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the respective order by Parkson's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by Parkson to Buyer. All sums will be determined at the sole reasonable discretion of Parkson provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.
d. If cancellation or breach shall occur after Parkson has notified Buyer that the order is ready for shipment, then the liquidated damages shall be the total selling price.

VII. DRAWINGS & SPECIFICATIONS: In the event that drawings are sent to Buyer for approval after an order is placed, the drawings must be returned marked "Approved" or "Approved as Noted" within twenty (20) calendar days after receipt unless otherwise noted. In the event that Buyer's written comments are not given within the twenty (20) day period, Parkson shall deem the items approved.

VIII. CORRECTIVE WORK & "BACK CHARGES". In no event shall any work be done, or services or material be purchased, or expense otherwise incurred by the Buyer for the account of Parkson until after full and complete particulars (including an estimate of material cost) have been submitted in writing and approved in writing by Parkson. Parkson must be given the opportunity to discuss and research alternative methods to lower the costs involved in such corrective work. Unless agreed-upon in writing by Parkson, Parkson will not be liable for labor costs, overhead, administrative costs, interest or any other consequential or indirect costs Buyer incurs. Returned items will not be accepted unless Parkson has previously agreed to such return in writing and supplied written return-shipping instructions to Buyer.

IX. SELECTION OF MATERIALS: Because all Parkson products are specially manufactured products, the material make-up of many of Parkson's products varies from project to project. The determination of the materials' suitability and adaptability (including without limitation, paints and/or coatings) to the specific needs of the Buyer is solely the Buyer's choice and responsibility.

X. CONFIDENTIAL INFORMATION & IMPROVEMENTS: The design, construction, application and operation of Parkson's products, services and relevant documentation embody proprietary and confidential information; therefore, Buyer will maintain this information in strict confidence, will not disclose it to others, and will only use this information in connection with the use of the products or to facilitate the provision of services sold by Parkson. Buyer will not copy or reproduce any written or printed materials or drawings furnished to Buyer by Parkson. Buyer agrees to immediately return all confidential material to Parkson if requested in writing by Parkson. Buyer will not copy any information provided by Parkson or make any design drawings of Parkson's equipment and will not permit others to copy or make any design drawings of the equipment. Parkson shall have a royalty-free license to make, use and sell, any changes or improvements in the products invented or suggested by Buyer or its employees. Buyer acknowledges that a remedy at law for any breach or attempted breach of this Section will result in a harm to Parkson for which monetary damages alone will not be adequate. Buyer covenants and agrees that neither it nor any of its affiliates will oppose any demand for specific performance and injunctive and other equitable relief in case of any such breach or attempted breach. Notwithstanding anything to the contrary herein, Parkson may seek enforcement of any breach of this Section without the necessity of complying with the provisions regarding resolution of disputes herein.

XI. FIELD SERVICE: Field Service included in the quotation will only be scheduled upon written request and may be subject to credit approval. Should the Buyer have outstanding balances due Parkson, no startup / field service will be scheduled until such payments are received by Parkson. The Buyer assumes all responsibility for the readiness of the system when it requests startup service. Should Parkson's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Parkson shall have the option to bring the Field Service Engineer home and bill the Buyer for time, travel and living expenses. Additional field service is available from Parkson at the prevailing per-diem rate at the time of the request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.

XII. LIMITATION OF LIABILITY: Unless expressly agreed to in writing by Parkson, all damages not direct and actual in nature, including without limitation, consequential, incidental, indirect, exemplary and punitive damages, shall be expressly prohibited damages. Such prohibited damages include, but are not limited to, lost rent or revenue; rental payments; costs (increased or not) of administration or supervision; costs or delays suffered by others unable to commence work or provide services as previously scheduled for which a party to this contract may be liable; increased costs of borrowing funds devoted to the project (including interest); delays in selling all or part of the project upon completion; damages caused by reason of Force Majeure or acts of God (with the broadest statutory or court of law definition possible); termination of agreements to lease or buy all or part of the project, whether or not suffered before completion of services or work; forfeited bonds, deposits, or other monetary costs or penalties due to delay of the project; interest for any reason assessed to Buyer; increased taxes (federal, state, local, or international) due to delay or recharacterization of the project; lost tax credits or deductions due to delay; impairment of security; attorney and other legal fees for any reason assessed to Buyer, loss of use of the Equipment or any associated Equipment, costs of substitute Equipment, facilities or services, down time costs, claims of customers of Buyer for such other damages; or any other indirect loss arising from the conduct of the parties. Parkson only agrees to responsibility for damages from proven negligent and willful acts of its direct employees only.

XIII. FORCE MAJEURE AND UNFORESEEN PRICE/TIME ESCALATIONS – Parkson shall not be responsible for failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, acts of Purchaser, natural or artificial disaster, riot, war, strike, delay by carrier, acts or omissions of other parties, changes in law, material shortage, fire, strikes, floods an the like which shall be considered Force Majeure excusing Parkson from performance and barring any remedies for non-performance. During the daily course of business, Parkson absorbs normal trade supply chain fluctuations; however, in the event that between the time that the pricing is extended, and the purchase of materials used, there is an enactment by any governmental entity or a tariff of other charge that impacts the cost or timing to obtain materials beyond a normal fluctuation, Parkson reserves the right to increase the price and/or timing of products delivered to the Purchaser to include all or a portion of this tariff or other charge.

XIV. APPLICABLE LAWS & GOVERNING LAW: To the best of Parkson's knowledge, Parkson products comply with most laws, regulations and industrial practices; however, Parkson does not accept responsibility for any state, city or other local law not specifically brought to Parkson's attention. For OSHA compliance, (1) Parkson is only liable for those OSHA standards that are in effect as of the date of the quotation, and to the extent they are applicable to the performance of Parkson. (2) Parkson is only responsible for the physical characteristics of the product(s) and not for the circumstances of the use of the product(s). (3) Parkson's liability through any noncompliance to OSHA shall be limited to the cost of modifying the product(s) or replacing the non-complying product(s) or component(s) after receipt of prompt written notice of noncompliance. The rights and obligations of Buyer and Parkson shall be governed by and interpreted in accordance with the substantive laws of the state of Florida including the uniform commercial code of Florida, excluding conflicts of law and choice of law principles.

XV. DISPUTE RESOLUTION: Any issue, difference, claim or dispute ("Action") that may arise out of or in connection with the project referenced in the quotation, including these terms and conditions, shall be first resolved by negotiation at the highest executive levels between the Buyer and Parkson. If said negotiation is unsuccessful, any said Action or any transactions contemplated hereby or in the Quotation shall be finally settled under BINDING ARBITRATION in Broward County, Florida. Any such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association and shall be overseen by one (1) single arbitrator. Buyer and Parkson shall agree upon a single arbitrator or, if Buyer and Parkson cannot agree upon an arbitrator within thirty (30) days, then the Buyer and Parkson agree that the American Arbitration Association shall appoint a single arbitrator. In the event that an Action is brought, the prevailing party shall be entitled to be reimbursed for, and/or have judgment entered with respect to, all of its costs and expenses, including reasonable attorney's fees' and legal expenses. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

XVI. PATENTS: Parkson shall indemnify Buyer against any judgment for damages and costs which may be rendered against Buyer in a suit brought on account of the alleged infringement of any United States patent by any product supplied by Parkson, unless (a) the alleged infringement occurs as a result of any alteration or modification to the product or the use of the product in combination with the products or services of any party other than Parkson, or (b) the product was made in accordance with materials, designs or specifications furnished or designated by Buyer, in which case Buyer shall indemnify Parkson against any judgment for damages and costs which may be rendered against Parkson in any suit brought on account of the alleged infringement of any United States patent by such product or by such materials, designs or specifications; provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and an opportunity be given to such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Parkson shall in no event be liable to Buyer for special, indirect, incidental or consequential damages arising out of allegation of patent infringement.

XVII. MECHANICAL WARRANTY: For a period of one (1) year following the date the Equipment is shipped ("Warranty Period"), Parkson's Equipment is limitedly warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation instructions, this policy and maintenance/operating procedures. To make claim under this Warranty, Buyer must notify Parkson within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Parkson or its service representative. Parkson Equipment may be deemed nonconforming only by an authorized Parkson representative. **Returns will not be accepted unless Parkson has authorized said return in writing.** If Parkson's inspection indicates nonconforming materials and/or workmanship, the Equipment will, at Parkson's option, either be repaired or replaced without charge. Upon receipt of Parkson's written consent, Equipment may be promptly returned to Parkson, F.O.B. its factory. However, under certain circumstances, Parkson may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Parkson, its employees and/or representatives, free of charge, on-site access to the Project site, and any necessary utilities and plant personnel needed by Parkson for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this Warranty:

(A) Equipment is used for purposes other than those for which it was designed;
(B) Equipment is not used in accordance with generally approved practices;
(C) Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism;
(D) Unauthorized alterations to or modifications of the Equipment not approved by Parkson, in writing;
(E) Abuse, neglect or misuse of Equipment, including without limitation, operation of Equipment after a defect is discovered;
(F) Operation of Equipment by persons not properly trained for that purpose;
(G) Failure to operate the Equipment in accordance with Parkson's specifications, O&M manuals or other written guidelines; and/or
(H) Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

BE ADVISED: Parkson is not liable for any corrective work or expenditure that has not been authorized by Parkson in writing prior to the commencement of such work and prior to committing to such expenditures. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Parkson's current per diem, plus all travel and living expenses. Onsite labor and freight are not covered by this Warranty. This Warranty does not cover normal wear and tear. Following a Warranty claim, verification of proper operation and maintenance is required. Physical damage due to external forces and/or accident is not covered by this Warranty. The effects of corrosion and unforeseeable influent characteristics are excluded from this Warranty. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

XVIII. INDEMNIFICATION: Buyer shall comply and require its employees to comply with all instructions given by Parkson regarding installation, use and maintenance of the Equipment sold by Parkson and shall require its employees to use reasonable care and all safety devices in the operation and maintenance of said Equipment. Buyer shall not remove or permit removal or modification of any safety device, warning sign or label. Buyer shall immediately give Parkson written notice of any personal injury or property damage arising out of the use of the Equipment and cooperate with Parkson in investigating any such accident or malfunction. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind and nature (including attorney's fees) for personal injury or property damage arising from or in any way connected with the operations, activities or use of the Equipment sold by Parkson if Buyer fails to fulfill any of the foregoing obligations. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) which may be asserted against Parkson and its suppliers by any person relating to any portion of the Equipment which includes Buyer's existing equipment or equipment furnished by Buyer and to defend Parkson and its suppliers at Buyer's expense against any suit which may be commenced relating to the foregoing. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) for loss or damage to persons or property, other than the Equipment sold hereby or Buyer's possession or use of said Equipment.

XIX. MISCELLANEOUS: Parkson does not assume responsibility for nor warrant the performance or accuracy of Buyer's furnished design, design criteria, or specifications. The parties agree that the foregoing terms and conditions constitute the entire terms and conditions between Buyer and Parkson and that there are no other agreements, terms or conditions, expressed or implied, unless otherwise agreed to in writing by Parkson. The terms and conditions herein shall supersede any terms and conditions of any other document that may apply to the transaction between the Buyer and Parkson. This document may not be modified or superseded other than by an instrument in writing signed by both Buyer and Parkson. This document shall be binding upon and inure to the benefit of Buyer and Parkson and their heirs, assignees, legal representatives and the project Owner for the project referenced in the quotation. The invalidity or non-enforceability of any particular provision of this document shall not affect the other provisions hereof, and this document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Parkson Corporation 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 Parkson Corporation proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Andrew Singer, Contracts Manager

Date: 10/11/23

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10/11/23 (date) by Andrew Singer (name of officer or agent, title of officer or agent) of Parkson Corporation (name of corporation acknowledging), a DE (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

Andrea Gonzalez

Name typed, printed or stamped

My Commission Expires: November 8, 2024

ANDREA GONZALEZ
Notary Public - State of Florida
Commission # HH 061170
My Comm. Expires Nov 8, 2024
Bonded through National Notary Assn.

My Company Profile

Company Information

Company Name
Parkson Corporation

Doing Business As (DBA) Name

Company ID
441566

Enrollment Date
Aug 18, 2011

Employer Identification Number (EIN)
591204973

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
100 to 499

NAICS Code
333

Sector
Manufacturing

Subsector
Machinery Manufacturing

Legislation Details (With Text)

File #:	23-632	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/4/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC. To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2024 Budget for Chemicals. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sole Source with Price 2023.pdf Pre-Approved Confirmation Vendors List.pdf Burnett Lime Co., Inc. COI Exp. 10.01.2024.pdf FY24 Chemical Budget Exb A.pdf Burnett Lime - Resolution to Waive Competitive Bidding.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 4, 2023
Agenda Date: October 24, 2023
Prepared By: James Mitchell, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC. To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2024 Budget for Chemicals.

BACKGROUND:

The Cal~Flo chemical was pilot tested and selected as part of the chemical treatment process 1999 when the surface water treatment process was constructed. Due to the unique water chemistry and the need to create a design with consistent water chemistry reactions during treatment, it was determined that some of the chemicals tested and used to treat surface water must remain constant such as Cal~Flo. The Cal-Flo lime system is a patented process that is owned exclusively by the Burnett Lime Company making this a sole source purchase.

The estimated budget for Cal~Flo chemical is developed by staff based on anticipated water processing demands; however, demands will fluctuate and the actual use of the chemical will vary. As

these variances occur, staff will adjust chemical budgets throughout the year as a necessary and may increase or decrease based on the need; however, the total chemical budget for Cal~Flo authorized by this agenda in the amount of $366,409.00 for Dyal will not be exceeded unless it is resubmitted to City Council for approval.

Staff is requesting City Council continue to approve and waive the competitive bidding process for the purpose of making sole source purchases of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC

Staff is recommending the approval to make a sole source purchase outlined above for the purpose of providing necessary chemical for the Dyal Water Treatment Plant for FY2024.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$366,409.00
Account Number:	421-4020-536.52-09
Account Name:	Chemicals
Source of Funds:	Operating Revenue

Dyal Plant		Budgeted
CalFlo	DYCH10	$366,409.00

PREVIOUS ACTION:

On September 27, 2022, City Council Approved a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC. To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2024 Budget for Chemicals.

BURNETT LIME COMPANY, INC.

7095 HIGHWAY 11 • CAMPOBELLO, SC 29322 • 864-592-1658 • FAX: 864-592-1690 WWW.BURNETT-INC.COM

October 3, 2023

Katrina E. Combs
Utilities Administrative Technician,
Cocoa Beach Utilities
28400 State Road #520
Cocoa, FL 32922

Subject: Statement of Sole Source for the CAL~FLO® System and Slurry

Burnett Lime Company, Inc., manufactures the product, CAL~FLO® Lime Slurry. Burnett Lime Company, Inc. is the exclusive representative for CAL~FLO® Lime Slurry and the patented CAL~FLO® Lime Slurry Systems within the State of Florida for the purchase of new products, OEM repair parts, repairs, and maintenance.

CAL≋FLO is a Burnett Lime Company, Inc. trademark, which is proprietary processed, produced, and sold to have the lowest crystalline silica levels as compared to any generic slurry product on the market. With reduced sand and silica levels the utility will receive the maximum chemical purity and reactivity, while avoiding the maintenance problems common to larger lime and silica particulates. Using CAL~FLO slurry, the CAL~FLO system is functionally guaranteed against storage tank sediment or clogged feed lines for the life of the system.

No other representative can sell CAL≋FLO products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Burnett Lime Company, Inc. For the best long-term use of the CAL~FLO system, an annual service to the mixer and feed pumps are recommended. Burnett can provide certified field technicians for service work to handle pump repairs or maintenance to change oil, pump seats/tubes and Cater tubes. A quote for the annual PM is available upon request.

Pricing: The delivered price for CAL~FLO slurry to Dyal WTP will be $0.096 per liquid pound. This price will be firm for the physical year October 1, 2023 – September 30, 2024.

Your contact for CAL~FLO® Lime Slurry is:

Name	Andrew Cannon or Teresa Johnson
Address	7095 Hwy 11, Campobello, SC 29322
Phone	864-592-1658
Email	acannon@burnett-inc.com cc: tjohnson@burnett-inc.com

Best regards,

Hugh Burnett

Hugh Burnett, Vice-President
BURNETT LIME COMPANY, INC.
7095 Highway 11
Campobello, SC 29322
Phone: 864-592-1658
Fax: 864-592-1690
Email: hburnett@burnett-inc.com

CAL≋FLO® SYSTEM & SLURRY
NSF/ANSI/CAN 60 & 61 Certified

Pre-Approved Confirmation Vendors

Pre-Approved Confirmation Vendors do not require confirmation justification memos.

Sub-commodity code 012

Note: For all Pre Approved Confirmation Purchase Orders, this list must be added to Laserfiche as back-up.

Current As Of August 2, 2018

Approved Vendors	Vendor Number	Product/ Service
Bob Steele Chevrolet Inc.	30	Accident repair only (not regular service)
Bryant, Miller & Olive	7550	Legal
Burnett Lime Co.	8684	Repair and Maintenance Calflo Liquid Lime
City of Cocoa Utilities	335	Water Meter Bills
Dana Safety Supply (DSS)	9628	Public Safety and Utility lighting and equipment –Fleet only
FEC ROW (f.k.a. FDG Flagler Station)	9082	Pipe Crossings
Federal Express Corp. (FEDEX)	452	Shipping
Fiserv Solutions, Inc.	1211	Electronic payments
Fisher & Phillips	2867	Legal
FL Division of Worker's Comp	7596	WC Assessment
FL Municipal Insurance Trust	7791	Insurance
FL Municipal Insurance Trust/Talla	5515	Insurance
Florida East Coast Railway LLC	1987	Railroad Crossing Maintenance
Florida East Coast Railway Orlando	7268	Railroad Crossing Maintenance
Florida Today	4155	Legal Ads
Florida Unemployment Comp. Fund	2018	Unemployment Compensation
Garganese, Weiss & D'Agresta, P.A.	6691	Legal
GATTO's Tire & Auto Service	60	Tires & Service—Fleet only
Glover Oil Co., Inc.	598	Fuel
Lewis, Longman & Walker	6791	Legal
Lisa Cullen, Brevard Tax Collector	2752	Taxes, Postage Notices, Lockbox
Office of State Attorney	8582	Police Matters
Progressive Document Destruction	6375	Shredding Documents
Ring Power Orlando	7604	Caterpillar Generator Repair & Maintenance
Ring Power Palm Bay	1677	Caterpillar Generator Repair & Maintenance
Scott Ellis, Clerk of Court	5981	Recording Fees
Solid Waste Management	5123	Land Fill Charges
Stericycle, Inc.	9235	Disposal of Biohazardous Waste
Supervisor of Elections	912	Election Poll Fees
Total Admin. Services Corp.	9943	Flexible Spending Account (FSA) Admin Fees
Trane Maitland	9530	Dyal WTP, Utilities Building & Booster Stations
Trane Orlando Co.	6762	Dyal WTP, Utilities Building & Booster Stations
Tron's Auto Towing	6056	Towing Service
United Parcel Service (UPS)	312	Shipping
Water Treatment & Controls	1345	Emergency Repairs for Wallace & Tiernan Equip
Xylem Water Solutions USA, Inc. (PA)	1240	Ozone Generators Emergency Repairs

Approved by:

City Manager

8/15/18

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CWS Insurance
PO Box 1988
435 E Kennedy St
Spartanburg SC 29302

CONTACT NAME: Julie Mitchem
PHONE (A/C, No, Ext): (864) 583-1451 **FAX (A/C, No):** (864) 585-6450
E-MAIL ADDRESS: julie@cwsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Co.	25623
INSURER B : Travelers Indemnity Co.	25658
INSURER C : Travelers Indemnity of America	25666
INSURER D : Standard Fire Insurance Company	19070
INSURER E :	
INSURER F :	

INSURED
Burnett Lime Co., Inc & Cal Transport, Inc. Cal Flo, LLC, DBA: Burnett
7095 Hwy 11
Campobello SC 29322

COVERAGES **CERTIFICATE NUMBER:** 23/24 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			Y-630-3C77676A-PHX-23	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			840-3C864377-23	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP-0L837646-18-23	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6J854640-23	10/01/2023	10/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Motor Truck Cargo			Y-630-3C77676A-PHX-23	10/01/2023	10/01/2024	Per Conveyance/$50,000 Coverage/$50,000	Load Unload/ Deduct/$5,000

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

The City of Cocoa is included as additional insured with regards to General Liability if required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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FY2024 ANNUAL CHEMICALS - Dyal Water Treatment Plant

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor	Vendor Number	PRODUCT	PROJECT #	BID NO.	REQUESTED ACTION	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.	7040	Sodium Hypochlorite (Wewa)	DYCH01	B-22-12-COC-B	1st Amendment - Year 1 of 3 year renewals	$ 92,050.00	9/26/2024
2	Carmeuse Lime & Stone	10316	Quick Lime Pebble 3/8" & 3/4"	DYCH02	UT-DYAL-21-SLA-CARMEUSE-001-00(B-20-19-COC)	Ist Amendment - Year 3 of 3 contract	$ 2,655,568.00	9/30/2024
3	Harcros Chemicals, Inc.	9716	Hydrofluosilicic Acid	DYCH03	Piggyback w/Oviedo	Piggyback w/Oviedo - 1st Amendment - Year 4 of 4 year renewals	$ 64,584.00	9/30/2024
4	Thatcher	1334	Ferric Sulfate	DYCH04	B-22-12-COC-C	1st Amendment - Year 1 of 3 year renewals	$ 461,638.00	9/26/2024
5	Matheson Tri-Gas, Inc.	10567	Carbon Dioxide	DYCH06	B-23-24-COC	1st Amendment - Year 1 of 3 year renewals	$ 504,491.00	9/30/2024
6	Veolia WTS USA, Inc.	10925	Polyfloc AP1120P B1-55lbs	DYCH13	SLA-20230514	Year 1 of 1 contract	$ 49,000.00	9/30/2024
7	Tropichem Enterprises	9891	Wisprofloc	DYCH07	SLA-UT DYAL-21-SLA-TROPICHEM-001-00	1st Amendment - Year 1 of 2 year renewals	$ 31,048.00	9/29/2024
8	Genesis Alkali, LLC	9920	Soda Ash	DYCH09	B-21-31-COC	1st Amendment -Year 3 of 3 year contract	$ 819,025.00	9/30/2024
9	Burnett Lime	8684	CalFlo	DYCH10		Proprietary SS Purchase	$ 366,409.00	9/30/2024
10	Linde, Inc.	10718	Liquid Oxygen (LOX)	DYCH11	001-00	1st Amendment - Year 1 of 2 year renewals	$ 82,000.00	9/30/2024
11	Brenntag Mid South Inc	64	Superflock N-1986	DYCH12	B-19-02	SS	$ 30,000.00	9/30/2024
12	Orlando Water Inc	10528	Salt	DYCH15			$ 6,173.00	9/30/2024
13	Hawkins, Inc.	10244	Ammonium Sulfate-Dyal Plant	DYCH16	B-20-01	Year 3 of 3 Contract	$ 190,248.00	9/30/2024
14	Allied Universal Corp.	7040	Sodium Hypochlorite (Dyal)	DYCH14, DYCH20	B-22-12-COC-B	1st Amendment - Year 1 of 3 year renewals	$ 774,829.00	9/26/2024
15	Hawkins, Inc.	10244	Ammonium Sulfate-Wewa	DYBS01	B-20-01	Year 3 of 3 contract	$ 7,931.00	9/30/2024
ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Dyal Water Treatment Plant - ACCOUNT NUMBER: 421-4020-536.52-09							6,134,994	

FY2024 ANNUAL CHEMICALS - Sellers Water Reclamation Facility

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor		PRODUCT	PROJECT #	BID NO.	REQUESTED ACTION	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.		Sodium Hypochlorite		B-20-01-COC	1st Amendment	$ 174,202.00	9/30/2024
ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Sellers Water Reclamation Plant - ACCOUNT NUMBER: 421-4120-536.52-09							$ 174,202.00	

RESOLUTION NO. 2023-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 24th day of October, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, Interim City Clerk

EXHIBIT "A"

To Resolution No. 2023-124

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of Cal-Flo Lime Slurry from Burnett Lime Company, Inc., 7095 Hwy 11, Campobello, SC.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

Legislation Details (With Text)

File #:	23-633	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/4/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	Approve a Sole Source Resolution for Exemption from Competitive Bidding to purchase portable and mobile radios and to upgrade the Symphony Console equipment and programming services from Communications International for the Police Department and execute all applicable agreements for this purchase. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa PD SDP.3- 10-3-2023.pdf CPD QO0028162 XL185P 37 100223.pdf CPD QO0028160 46 M185 100223.pdf Resolution for Radios Exemption from Competitive Biding.pdf Ci Sole Source City of Cocoa_10092023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 4, 2023
Agenda Date: October 24, 2023
Prepared By: Susan L. Lambert, CAP,OM
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve a Sole Source Resolution for Exemption from Competitive Bidding to purchase portable and mobile radios and to upgrade the Symphony Console equipment and programming services from Communications International for the Police Department and execute all applicable agreements for this purchase.

BACKGROUND:

The standard for digital Land Mobile Radio (LMR) radio is known as "P25", "APCO Project 25" and as the Electronics Industry Association/Telecommunications Industry Association "EIA/TIA-102" standard.
Developed by the Association of Public-Safety Communications Officials-International (APCO), Project 25 (P25) is a suite of standards for North American digital radio communications for federal, state and local public safety organizations, first responders and utilities, allowing for interoperable multi-agency communications during emergency situations. When it comes to public safety radio communications, first responders from different departments and jurisdictions need to be able to talk to each other without fail. If not, lives can be lost.

The Project 25 (P25) radio standard was developed so that everyone using public safety radios could talk to each other in real-time regardless of which department (police, fire or EMS) and jurisdiction they belonged to and which vendor technology is used.

Department of the Interior (DOI) Radio Liaisons, DOI decided to adopt the P25 digital radio standard as the standard for all radio purchases. DOI has also mandated that all radios/radio systems that carry law enforcement or public safety traffic comply with the EIA/TIA-102 standard which include encryption capabilities/technologies.

Our current radios having become antiquated and parts are no longer being made to repair or replace needed parts used to make the radio function. The purchase of this equipment will allow us to become compliant with Federal and State standards (EIA/TIA-102).

Purchase from Communications International through a Sole Source Exemption to Competitive purchase as standardization of police department radios is requested. Communications International is the requested vendor because the radios must be the same type of radio to maintain inter-operability within the department and with Brevard County Emergency Management. This vendor has the programming information for the City's radios and can perform maintenance promptly due to the closeness of their location in Rockledge. At this time, the Police need to buy replacement radios from Communications International. The Police Department's quoted price is $272,170.52 for the mobile radios, $194,112.45 for the portable radios, and $57,600 to upgrade the Symphony Consoles to the SDP.3 platform. This would bring the total amount to $523,882.97. A service contract is also required related to the radio purchases that will be under the City Manager's approval for the related programming. These services will be acquired through a separate PO.

This equipment is necessary in order to maintain interoperability with Brevard County and other surrounding agencies as well as to continue to use the backbone system.

STRATEGIC PLAN CONNECTION:

Public Safety/Operational

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested $466,283
Account Number _001-2101-521.64-00 PDRREP
Account Name _Law Enforcement/Machinery & Equipment

Amount Requested $57,600
Account Number _001-2101521.56-15
Account Name _Technology Systems/IT Related Operating Expenses

PREVIOUS ACTION:

Council approved similar agenda items 21-787 and 22-670.

RECOMMENDED MOTION:

Approve a Sole Source Resolution for Exemption from Competitive Bidding to purchase portable and mobile radios and to upgrade the Symphony Console equipment and programming services from Communications International for the Police Department and execute all applicable agreements for this purchase.

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Quote

Date:	10/3/2023
Valid Until	12/30/2023
Quote #:	SWF10032023K
Customer ID:	Cocoa PD

Customer:

Cocoa Police Dept
Attn: Radio System Manager
1226 W King Street
Cocoa FL 32922
321-639-7620

Quote/Project Description

Upgrade Existing Symphony Dispatch Platform to New Symphony SDP.3 Platform

Presented by:

Ray Desmarais	Area Manager
Steve Fisher	Chief Engineer

Item	Qty	Model	Description	Unit Price	Extended Sale
			Symphony Console Platform Upgrades		
1	3	SDP.3	**Upgrade Symphony Consoles from Hardware Platform SDP.1 to Symphony Hardware Platform SDP.3 New Platform uses all Existing Accessories & Devices**	$ 17,000.00	$ 51,000.00
2	1	CI Services	**Install & Configuration of New Symphony Consoles**	$ 6,600.00	$ 6,600.00
				Total	$ - $ 57,600.00

Special Notes and Instructions

Note: SDP.3 Platform available 2nd Quarter 2024

Assumptions

Customer has an Active SUMS & SMS Services Contract with L3Harris under Brevard County

Locking Codes From existing Consoles must be supplied when ordering new SDP.3 Units

Quote subject to Ci standard terms and conditions.
Submit Purchase Order to:
Communications International
4450 US Highway 1
Vero Beach, FL 32967
www.ask4ci.com

Quote accepted:

Signature _____ Date _____

Print Name _____ Title _____

QUOTE TERMS AND CONDITIONS:

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

1. Quotes are exclusive of all installation and programming charges unless expressly stated and all applicable taxes.
2. Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility.
3. Ordered equipment may be returned for a full refund, less a 25% restocking fee, if the equipment is returned unused and undamaged in its original packaging within six months after shipment.
4. Prices quoted are valid for the duration as noted above.
5. Net 30 days after invoice
6. Manufacturer's standard equipment warranty (which will be furnished upon request) applies to all ordered equipment. Communication International, Inc. DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. Communication International, Inc.'s TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, IN NO EVENT WILL COMMUNICATIONS INTERNATIONAL INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
8. These terms will prevail over any inconsistent or additional terms on any purchase order submitted by the purchaser.

Quotation

Communications International, Inc.
4450 US Highway 1
VERO BEACH, FL 32967

Page	1 of 2
Quotation ID	QO0028162
Date	10/02/2023
Expiration date	12/04/2023
Terms	N45
Salesperson	Raymond Desmarais
Phone	(321) 636-9885
E-mail	rdesmarais@ask4ci.com

Bill to

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Delivery address

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Cocoa Police Department
Budgetary FY 2024/2025 Portable radio, with special MBP Pricing 796502

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XS-PFS1M-NA	PORTABLE,XL-185P,7/8,FKP,BLK,US,NA	37.00	2,455.00	40%	1,473.00	54,501.00
XS-PL5K	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	37.00	350.00	40%	210.00	7,770.00
XS-PL8T	FEATURE, LTE	37.00	1,200.00	28%	864.00	31,968.00
XS-FW2X	OPERATION, LOAD NIFOG PERSONALITY	37.00	0.01	40%	0.01	0.22
XS-PL4F	Feature, P25 Phase 2 TDMA	37.00	250.00	40%	150.00	5,550.00
XS-PL8Y	Feature, Encryption Lite	37.00	0.01	40%	0.01	0.22
XS-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	37.00	750.00	40%	450.00	16,650.00
XS-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING	37.00	2,200.00	40%	1,320.00	48,840.00
XS-PL4L	FEATURE, SINGLE BAND 7/800	37.00	0.01	40%	0.01	0.22
XS-PA3V	BATTERY,LI-ION,3100 MAH	74.00	150.00	40%	90.00	6,660.00
XS-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	37.00	40.00	40%	24.00	888.00
XS-AE4B	SPEAKER MICROPHONE,EMER BUTTON	37.00	225.00	40%	135.00	4,995.00
XS-HC3L	BELT CLIP,METAL	37.00	30.00	40%	18.00	666.00
XS-CH6F	CHARGER,DESKTOP,2-BAY,LI-BAT,XL-185P	37.00	245.00	40%	147.00	5,439.00

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Quotation

Quotation ID QO0028162
Date 10/02/2023
Expiration date 12/04/2023

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
BM-PKGCL-XL	APP, BEON XL-200P/XL-185	37.00	365.00	40%	219.00	8,103.00
	Programming	37.00	40.00	0%	40.00	1,480.00
	Shipping	1.00	601.79	0%	601.79	601.79

Pre-tax Total $194,112.45

This quotation does not include tax
Applicable taxes will be calculated during invoicing

Order Acceptance - Please sign below

Signature _____

Printed name _____

Date _____

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.

Quotation

Communications International, Inc.
4450 US Highway 1
VERO BEACH, FL 32967

Page	1 of 2
Quotation ID	QO0028160
Date	10/02/2023
Expiration date	12/08/2023
Terms	N45
Salesperson	Raymond Desmarais
Phone	(321) 636-9885
E-mail	rdesmarais@ask4ci.com

Bill to

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Delivery address

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Cocoa Police Department
Budgetary Quote for FY 2024 46 Mobile radios, with special MBP Pricing 796502. Same features as QO0026483

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XT-MPS1M	MOBILE, XL-185M, SINGLE BAND	46.00	3,815.00	40%	2,289.00	105,294.00
XT-PL8Y	FEATURE, ENCRYPTION LITE	46.00	0.01	0%	0.01	0.46
XT-PL4F	FEATURE, PHASE 2 TDMA	46.00	250.00	40%	150.00	6,900.00
XT-PL5K	FEATURE P25 OTAP PROFILE	46.00	350.00	40%	210.00	9,660.00
XT-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	46.00	750.00	40%	450.00	20,700.00
XT-PL4L	FEATURE, SINGLE BAND, 7/800	46.00	0.01	0%	0.01	0.46
XT-P25ED	FEATURE PACKAGE, P25 & EDACS TRUNKING	46.00	2,200.00	40%	1,320.00	60,720.00
XT-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	46.00	495.00	40%	297.00	13,662.00
XT-MC6A	MICROPHONE, XL, STANDARD MOBILE	46.00	105.00	40%	63.00	2,898.00
XT-CP6A	CONTROL UNIT, XL-CH	46.00	1,650.00	40%	990.00	45,540.00
XT-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	46.00	80.00	28%	57.60	2,649.60
XT-AN8D	ANTENNA, ELEMENT, 700/800 3DB	46.00	100.00	28%	72.00	3,312.00
	Programming	1.00	44.00	0%	44.00	44.00
	Shipping	1.00	790.00	0%	790.00	790.00

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Quotation

Quotation ID	QO0028160
Date	10/02/2023
Expiration date	12/08/2023

Pre-tax Total $272,170.52

Order Acceptance - Please sign below

Signature _____

Printed name _____

Date _____

This quotation does not include tax
Applicable taxes will be calculated during invoicing

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.

RESOLUTION NO. 2023-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 24th day of October, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, Interim City Clerk

EXHIBIT "A"

To Resolution No. 2023-123

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of portable, mobile radios and equipment and programming from Communications International. The current radio system that the Police Departments use is owned by Brevard County Emergency Management so the equipment being used must be of the same brand to maintain interoperability communications between the City's first responder departments and Brevard County.

Supporting documentation has been provided toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

L3HARRIS TECHNOLOGIES, INC.

Communication Systems
221 Jefferson Ridge Parkway
Lynchburg, VA USA 24501-6952
Phone 1-800-368-3277

L3Harris.com

October 9, 2023

City of Cocoa
c/o Brian Dale
65 Stone St
Cocoa FL 32922

Subject: Communications International, Inc., L3Harris Authorized Service Center and Dealer & Sole Source Provider

This letter serves as written confirmation that Communications International, Inc. with offices in Vero Beach, Florida, is a L3Harris Dealer and Regional Center of Excellence-Elite Partner in good standing with L3Harris Technologies, Inc. As such, Communications International, Inc. is authorized to resell L3Harris Public Safety and Professional Communications products as outlined in the L3Harris dealer agreement.

Additionally, Communications International, Inc. is a L3Harris PSPC Authorized Service Center (ASC) and is trained and certified to service & repair L3Harris PSPC products. Any services or repairs provided on L3Harris PSPC products by parties who do not hold ASC certification will automatically void the product warranty.

In addition to the above, Communications International, Inc. is the sole authorized service provider for the City of Cocoa and their L3Harris communications equipment.

Please contact me if you have any questions.

Respectfully,

Phil McTigue

Phil McTigue
Sr Federal Channel Manager
COMMUNICATIONS SYSTEMS / L3HARRIS TECHNOLOGIES
Office +1-585-703-0441 / Mobile: +1-585-451-8992
L3Harris.com / phil.mctigue@L3Harris.com

Confidential, Proprietary and Competition Sensitive

Legislation Details (With Text)

File #:	23-647	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/10/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	Approval of a Resolution Amending the FY2024 Budget Accepting the Bureau of Justice Assistance FY2023 Bulletproof Vest Partnership Grant, BAF#24-018-A, in the amount of $12,940 and transfer the Match Budget to Account Number 001-2100-521.52-38, Project Number GR2402. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023-127 ADA Compliant.pdf BAF 24-018-A-PD-Grant BPV 23 (10-24-23) Agenda 23-647.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2023
Agenda Date: October 24, 2023
Prepared By: Susan L. Lambert, CAP, OM
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approval of a Resolution Amending the FY2024 Budget Accepting the Bureau of Justice Assistance FY2023 Bulletproof Vest Partnership Grant, BAF#24-018-A, in the amount of $12,940 and transfer the Match Budget to Account Number 001-2100-521.52-38, Project Number GR2402.

BACKGROUND:

Each year the Police Department applies to the Department of Justice for the Bulletproof Vest grant based on the Department's needs and the award may be granted for a fifty (50) percent match for each vest purchased. For the vest to qualify for the match, it must meet the National Institute of Justice guidelines. There are two years with which to expend the funds.

In FY2023, the Police Department's award was for approximately three vests at $1,176 per vest.

The vest replacement cycle is every five years. In FY2024, the vest cost is $1,294 per vest and in January, they are expecting a 3-5% increase in cost. Therefore, the most recent request was for twenty vests at $1,294.

STRATEGIC PLAN CONNECTION:

Operational.

BUDGETARY IMPACT:

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

Amount Requested	$12,940
Account Number	_001-0000-331.20-29 GR2402
Account Name	_Fed Bullet Proof Vest Grant

Amount Requested	$12,940
Account Number	_001-2100-521.52-38 GR2402
Account Name	_Operating

(Match)

Amount Requested	($12,940)
Account Number	_001-2100-521.52-00
Account Name	_Operating Supplies

Amount Requested	$12,940
Account Number	_001-2100-521.52-38 GR2402
Account Name	_Operating

Total: $25,880 Account#: 001-2100-521.52-38 GR2402

PREVIOUS ACTION:

Council previously approved the Department to apply for the Grant under agenda item 23-287.

RECOMMENDED MOTION:

Approval of a Resolution Amending the FY2024 Budget Accepting the Bureau of Justice Assistance FY2023 Bulletproof Vest Partnership Grant, BAF#24-018-A, in the amount of $12,940 and transfer the Match Budget to Account Number 001-2100-521.52-38, Project Number GR2402.

RESOLUTION NO. 2023-127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

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

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

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 24th day of October 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-018-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 10/10/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 12,940	001-0000-331.20-29	GR2402	Federal Bullet Proof Vest Grant 23	$ 0	$ 0	$ 12,940	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 12,940	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 12,940	001-2100-521.52-38	GR2402	Law Enforcement/Operating BPV	$ 0	$ 0	$ 12,940	$ 0
($ 12,940)	001-2100-521.52-00		Operating - Match	$ 0	$ 0	($ 12,940)	$ 0
$ 12,940	001-2100-521.52-38	GR2402	Law Enforcement/Operating BPV	$ 0	$ 12,940	$ 25,880	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 12,940	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To accept the revenue and assign the expenditures for the 2023 Bullet Proof Vest Grant. Agenda 23-647

Council/Board APPROVAL REQUIRED? YES (●) **NO** ( ) **DATE APPROVED:** 10/24/23 **RESOLUTION #:** 2023-127

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

Susan Lambert Digitally signed by Susan Lambert Date: 2023.10.10 09:36:53 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.10.16 09:27:53 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Evander Collier Digitally signed by Evander Collier Date: 2023.10.10 09:52:42 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.16 10:54:04 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	23-652	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/11/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	Approve Orlando Utilities Commission (“OUC”) Utility Easement (St. Cloud East - Magnolia Ranch North 230 kV Line). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Item 185 Easement Package.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2023
Agenda Date: October 24, 2023
Prepared By: John A. Walsh, P. E., Utilities Director
Through: Anthony Garganese, City Attorney
Requested Action:
Approve Orlando Utilities Commission (“OUC”) Utility Easement (St. Cloud East - Magnolia Ranch North 230 kV Line).

BACKGROUND:

Orlando Utilities Commission is making electrical power improvements along Weewahootee Road. The increase in power transmission lines in the proposed area will have some impact on Cocoa’s raw water well #17. Staff has worked closely with OUC and the City Attorney is recommending a non-exclusive easement in perpetuity (“Easement”) for a right-of-way to be used generally for conveying, distributing, carrying or transmitting electric power, energy, light or other power, and communication services (such communication services being expressly limited to the internal communications of OUC relating the conveyance of power, and to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate, and rebuild, poles, wires, cables, conduits, fixtures, fiber optic cables, anchors, guys, ground connections, attachments, accessories, appurtenant equipment and any desirable drainage improvements and any other improvements desirable or convenient in connection therewith (“Facilities”), located on, through, over, across and/or under the specific Easement.

Upon approval by Council, the City Manager, City Attorney and Utilities Director will complete the closing and execute required documents. OUC is compensating the City $67,000 for the value of easement and the City’s costs associated with the easement.

Staff recommends City Council approve the OUC Easement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

OUC will compensate the City $67,000.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve Orlando Utilities Commission (“OUC”) Utility Easement (St. Cloud East - Magnolia Ranch North 230 kV Line).

City Of Cocoa – Item 185

ORLANDO UTILITIES COMMISSION
UTILITY EASEMENT
St. Cloud East - Magnolia Ranch North 230 kV Line

THIS UTILITY EASEMENT, made and entered into this _____ day of _____, 2022 by and between City Of Cocoa, whose address is C/O City Clerk, 65 Stone St., Cocoa, FL 32922-7982, hereinafter the GRANTOR, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801, and the CITY OF ORLANDO, a municipal corporation, whose address is 400 S. Orange Avenue, Orlando, Florida 32801, for the use and benefit of the ORLANDO UTILITIES COMMISSION, hereinafter collectively the GRANTEE.

WITNESSETH, that for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid to the GRANTOR by the GRANTEE, the receipt whereof is hereby acknowledged, GRANTOR does hereby grant, bargain, sell, convey and warrant to the GRANTEE, its respective successors, agents and assigns, , non-exclusive easement in perpetuity ("Easement") for a right-of-way to be used for the purpose of providing, conveying, distributing, carrying or transmitting electric power, energy, light or other power, and communication services (such communication services being expressly limited to the internal communications of GRANTEE relating to the provision of electrical power, and uses incidental thereto, together with the right, privilege and authority to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate and rebuild, poles, wires, cables, conduits, fixtures, fiber optic cables, anchors, guys, ground connections, attachments, accessories, appurtenant equipment and any desirable drainage improvements and any other improvements desirable or convenient in connection therewith (all of said items being hereinafter collectively referred to as the "Facilities"), which Facilities will be located on, through, over, across and/or under the following specific "Easement" within GRANTOR'S premises, situated in the County of Orange and State of Florida, to-wit:

See Legal Description of Easement Area attached hereto as Exhibit "A".

Tax Parcel No.: 06-24-32-0000-00-004

TOGETHER with all rights and privileges necessary, desirable or convenient for the full enjoyment or the use thereof for the above mentioned purposes, including without limitation: (1) the right to cut and keep clear such trees, limbs, undergrowth and any other obstructions that may impede the full use of the Facilities on and within said right of way, and all trees adjacent thereto that may endanger the proper operation of the same, except that citrus trees shall only be cut and removed where necessary to construct, install and maintain said Facilities; (2) the right of ingress and egress upon, over and under the Easement and a right of way at any and all times for the above purposes and for doing anything necessary, useful, incidental to or convenient for the enjoyment of the Easement herein granted for the Facilities described above, also the privilege of removing at any time any of said Facilities erected upon, over or under said lands, (3) the right of a perpetual easement for ingress and egress over roads existing from time to time on adjoining land of the GRANTOR if necessary for the sole purpose of accessing the easement area and (4) the right to prohibit the location or placement of any improvements or structures, including but not limited to, flagpoles, dwellings, garages, building signs, drainage retention, detention or other ponds, , communication towers, gates, pools, tennis courts, ponds, unless approved in writing by the GRANTEE in GRANTEE'S reasonable discretion and subject to reasonable restrictions of GRANTEE or applicable safety regulations.

Prepared by: Wayne A. Morris, Esq.
Return to: Property and Right-of-Way, Orlando Utilities Commission
Post Office Box 3193, Orlando, Florida 32802

RESERVING to the Grantors, however, all existing rights of title and possession, including but not limited to the following: (I) the reasonable right of ingress and egress to, over and under the easement and right of way, provided that such right of ingress and egress does not interfere with the safe and efficient construction, maintenance and operation of said Facilities; (II) the use of the Easement and right of way for parking, open space landscaping, ordinary residential, farming, citrus, horticulture and pasture purposes, provided that such use does not interfere with the safe and efficient construction, maintenance and operation of the Facilities; (III) mineral interests, if any, with the right of exploration and extraction, provided such activities do not interfere with the maintenance and safe operation of the Facilities, nor inflict any damage or injury to the Facilities, and provided further that this particular provision shall inure to the benefit of the holder of such mineral rights, if other than the owner of the fee; (IV) the right (i) to continued use of existing roads, and streets or driveways for ingress or egress, if any, and (ii) to build, construct, maintain and travel over future roads, streets or driveways, provided such future roads, streets or driveways (a) do not interfere with the safe and efficient construction, maintenance and operation of the Facilities, and (b) all parts of such roads, streets or driveways are more than 50 feet distance from the then existing poles, structures, related equipment, or accessories thereto; excepting the following existing roads.

IF this easement shall be abandoned by the GRANTEE or terminated in any manner, GRANTEE shall be allowed a reasonable period of time thereafter for the purpose of removing any of the Facilities supplied by GRANTEE and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the GRANTOR.

GRANTEE covenants and agrees to repair any damage caused by GRANTEE and restore as nearly as practicable the surface of the land to its pre-existing condition following any installation, maintenance, repair, replacement or removal of the aforesaid facilities of GRANTEE'S located in or on the easement described herein.

GRANTOR covenants that it is the owner in fee simple of the premises in which the Facilities are located, and that GRANTOR has the right to grant the approvals, privileges and easements stated herein, and further covenants that the GRANTEE shall have quiet and peaceful possession, use and enjoyment of the rights herein granted. GRANTOR covenants not to interfere with the Facilities and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with the Facilities by GRANTOR or by GRANTOR'S agents, invitees or employees.

To the extent allowable by law and subject to the limitations in Section 768.28 Florida Statutes (2020), GRANTEE shall indemnify and hold GRANTOR harmless against any claim of liability or loss from personal injury or property damage to the extent arising out of any negligence of GRANTEE, its servants, employees, or agents, excepting, however, such claims or damages caused by the acts of third parties.

To the extent allowable by law and subject to the limitations in Section 768.28 Florida Statutes (2020), GRANTOR shall indemnify and hold GRANTEE harmless against any claim of liability or loss from personal injury or property damage to the extent arising out of any negligence of such GRANTOR, its servants, employees, or agents, excepting, however, such claims or damages caused by the acts of third parties.

Notwithstanding anything to the contrary elsewhere in this Agreement, in no event shall any party hereto be liable to any other party for indirect, incidental, special or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

All covenants, terms, provisions and conditions herein contained shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name on the day and year first above written.

City Of Cocoa

_____
Signature of Witness
Print Name:_____

By:_____
Signature of GRANTOR
Print Name:_____
As Its:

_____
Signature of Witness
Print Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022 by _____ the _____of City Of Cocoa, who is personally known to me or who has produced_____ as identification.

(Notarial Seal)

_____
Notary Public (sign)

Approved by OUC as to Form
Other than Legal Description

_____
Attorney

Exhibit “A”

Legal Description of Easement Area

EXHIBIT "A"
ITEM 185

DESCRIPTION:

A portion of Section 6, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence North 00°07'53" West, a distance of 1,218.49 feet along the West line of said Section 6 to the POINT OF BEGINNING; thence continue along said West line North 00°07'53" West, a distance of 100.38 feet; thence departing said West line, North 89°20'14" East, a distance of 147.57 feet; thence South 00°07'59" East, a distance of 100.56 feet; thence South 89°25'25" West, a distance of 147.57 feet to the aforementioned West line of Section 6, and the POINT OF BEGINNING.

Containing 14,825 square feet or 0.34 acres, more or less.

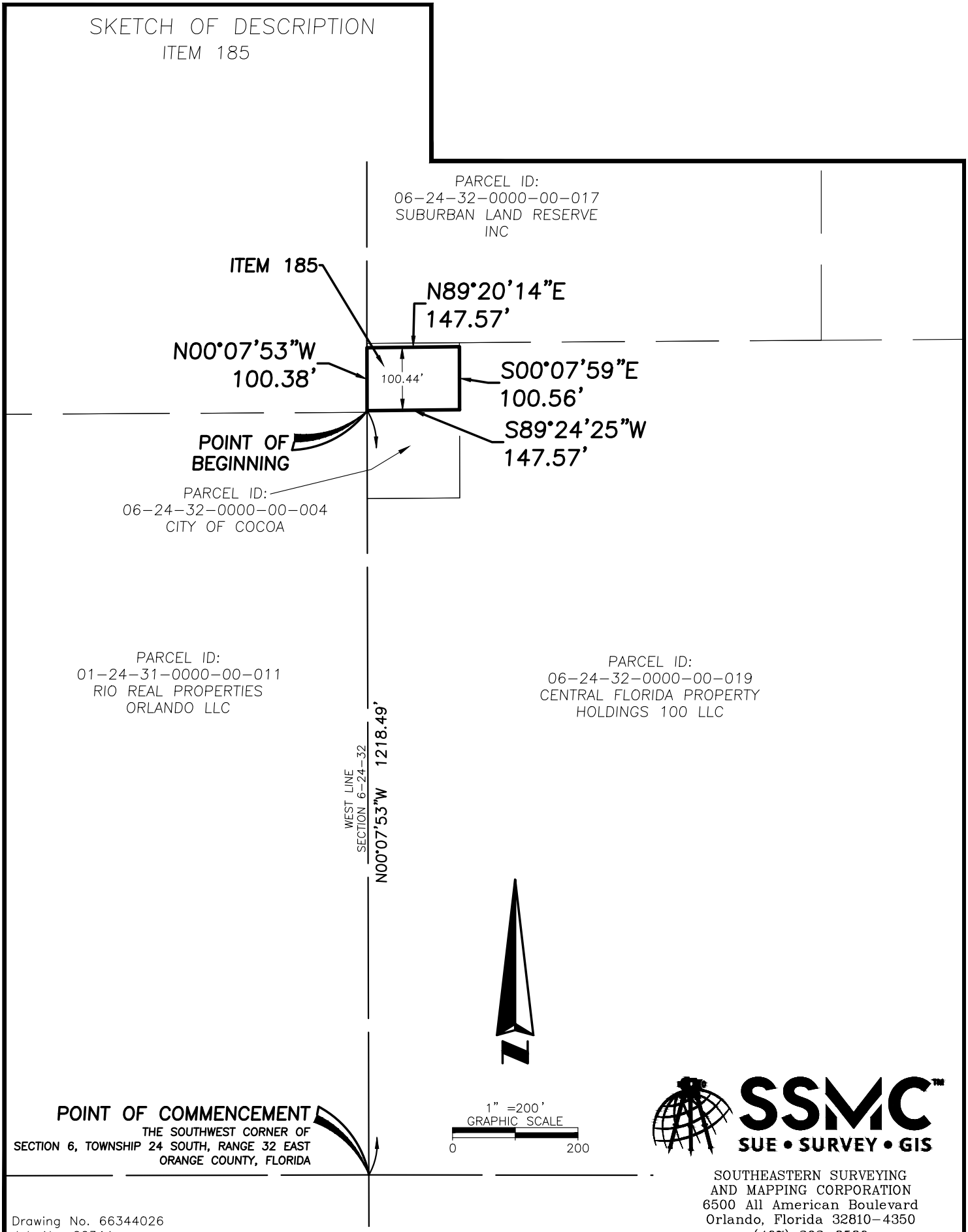
SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West line of Section 6, Township 24 South, Range 32 East, Orange County, Florida, being North 00°07'53" West (assumed).

2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR BURNS & MCDONNELL CITY OF COCOA	Date: DECEMBER 10, 2021 EM Job Number: 66344 — Scale: 1" = 200' Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that **THIS IS NOT A SURVEY.** REVISED: 05/16/2022 SK SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	Certification Number LB2108 66344026 SSMC SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288

SKETCH OF DESCRIPTION
ITEM 185



SSMC™
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108
e-mail: info@southeasternsurveying.com

Drawing No. 66344026
Job No. 66344
Date: DECEMBER 10, 2021
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City Of Cocoa

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
C/O City Clerk 65 Stone St

Requester's name and address (optional)

6 City, state, and ZIP code
Cocoa, FL 32922-7982

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ – ___ – ____

or

Employer identification number
__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Legislation Details (With Text)

File #:	23-661	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	10/16/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY24 Budget for the Fiske/Broadmoor Blvd Grant Project, BAF#24-009-A and #24-009-IFT. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023-128 ADA Compliant.pdf Tracking Sheet 24-009.pdf BAF 24-009-A-PW-Fiske Blvd Grant (10-24-23) Agenda 23-661.pdf BAF 24-009-IFT-PW-Fiske Blvd Grant (10-24-23) Agenda 23-661.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 16, 2023
Agenda Date: October 24, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, CGFO, CGFO, MBA, Finance Director
Requested Action:
Approve a Resolution Amending the FY24 Budget for the Fiske/Broadmoor Blvd Grant Project, BAF#24-009-A and #24-009-IFT.

BACKGROUND:

The Fiske / Broadmoor Acres Drainage project GR2108 was approved by City Council at the FY23 August 8, 2023 meeting. Agenda 23-469. This project has been awarded to W & J Construction & now that the costs are known, additional budget was needed for fund the project. This Budget Amendment # 24-009-A is to assign the budget to the appropriate accounts in FY24 so that the Public Works Department can proceed with the Purchase Requisition, prior to the Capital Roll at the end of November.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Not in FY24
If not budgeted, is amendment/transfer attached?	Yes

BAF 24-009-A and #24-009-IFT

See Detailed Tracking Sheet.

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
_X___ Grant Source:_
____ Bond:_
__X__ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Approve a Resolution Amending the FY24 Budget for the Fiske/Broadmoor Blvd Grant Project, BAF#24-009-A and #24-009-IFT.

RESOLUTION NO. 2023-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

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

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

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 24th day of October 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

FISKE BLVD GR2108

Per Agreements Budget (SRMC)		CEI	$273,347	% of Project
Streets (303)	303-3570-538.63-08	$	226,878	83.0%
Utilities (424)	424-4055-536.63-08	$	46,469	17.0%
		$	273,347	100.0%

BAF#24-009-A	**CEI $273,347**				
Fund Balance	303-0000-389.99-50	$	226,878	GR2108	(Change order for PO 79493)
Capital Projects Streets CEI	303-3570-538.63-08	$	226,878	GR2108	
					CEI
R&R Fund Balance	424-0000-389.99-50	$	46,469	GR2108	$ 273,347
Water/Sewer CEI	424-4055-536.63-08	$	46,469	GR2108	
	Total CEI	**$**	**273,347**		

BAF#24-009-A	**25% MATCH $1,367,754**				
Stormwater (423)	423-0000-389.99-50	$	369,334	GR2108	
Infrastructure Fiske	423-3570-538.63-73	$	369,334	GR2108	**Match**
					$ 1,367,754
WS (424) 16.6%	424-0000-389.99-50	$	998,420	GR2108	
Infrastructure Fiske	424-4055-536.63-73	$	998,420	GR2108	(Total Utility Portion with 10% Project Contingency)

BAF#24-009-A	**75% Federal $4,103,262**				
					Fed Share
					$ 4,103,262
Federal Grant 4337-428-R	303-0000-331.90-01	$	4,103,261	GR2108	
Infrastructure Fiske	303-3570-538.63-73	$	4,103,261	GR2108	

BAF#24-009-A	**Additional Budget (Non Federal Share)**				
					Additional Funding
Stormwater (423)	423-0000-389.99-50	$	347,957	GR2108	
Infrastructure Fiske	423-3570-538.63-73	$	347,957	GR2108	
					$ 547,102
Capital Projects (303)	303-0000-389.99-50	$	199,145	GR2108	
Infrastructure Fiske	303-3570-538.63-73	$	199,145	GR2108	

BAF#24-009-A	Construction Total W/Contigency Budgeted				True Construction costs with contingency		
423-3570-538.63-73	Stormwater (423)	$	717,291		$	3,827,884.00	64%
303-3570-538.63-73	Capital Projects (303)	$	199,145				
303-3570-538.63-73	Capital Projects Grant FED Share (303)	$	4,103,261		$	1,191,813.00	20%
424-4055-536.63-73	WS Renewal & Replacement (424)	$	998,420		$	998,420.00	17%
		$	**6,018,117**		**$**	**6,018,117.00**	**100%**

BAF#24-009-ITF

Fund Balance	424-0000-389.99-50	$	199,904	GR2108	
Interfund Transfer to 421	424-4010-581.91-21	$	199,904	GR2108	
Transfer From 424	421-0000-381.91-24	$	199,904	GR2108	
Fund Balance	421-0000-389.99-50	$	(199,904)	GR2108	(Replenish WS (421) Fund Balance)

City of Cocoa Budget Adjustment Form FY 2024 - 24-009-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/19/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 717,291	423-3570-538.63-73	GR2108	Stormwater Construction	$ 0	$ 0	$ 717,291	$ 0
$ 4,103,261	303-3570-538.63-73	GR2108	Capital Projects GRANT Construction	$ 0	$ 0	$ 4,103,261	$ 0
$ 998,420	424-4055-536.63-73	GR2108	Renewal and Replacement Construction	$ 0	$ 0	$ 998,420	$ 0
$ 199,145	303-3570-538.63-73	GR2108	Capital Projects Construction	$ 0	$ 0	$ 199,145	$ 0
$ 46,469	424-4055-536.63-08	GR2108	Renewal and Replacement CEI	$ 0	$ 0	$ 46,469	$ 0
$ 226,878	303-3570-538.63-08	GR2108	Capital Projects CEI	$ 0	$ 0	$ 226,878	$ 0
$ 6,291,464	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 717,291			See Tracking Sheet	$ 0	$ 0	$ 717,291	$ 0
$ 4,103,261				$ 0	$ 0	$ 4,103,261	$ 0
$ 998,420				$ 0	$ 0	$ 998,420	$ 0
$ 199,145				$ 0	$ 0	$ 199,145	$ 0
$ 46,469				$ 0	$ 0	$ 46,469	$ 0
$ 226,878				$ 0	$ 0	$ 226,878	$ 0
$ 6,291,464	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This Budget Amendment is to assign budget for the Fiske/Broadmoor Grant Project. Agenda 23-661

Council/Board APPROVAL REQUIRED? YES (●) **NO** ( ) **DATE APPROVED:** 10/24/23 **RESOLUTION #:** 2023-128

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

Dave Radford Digitally signed by Dave Radford Date: 2023.10.19 14:09:45 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.10.19 14:09:21 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Lora Howell Digitally signed by Lora Howell Date: 2023.10.19 14:00:15 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.19 14:00:39 -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 Budget Adjustment Form FY 2024 - 24-009-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/19/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 199,904	424-0000-389.99-50	GR2108	Fund Balance (424)	$ 0	$ 0	$ 199,904	$ 0
$ 199,904	421-0000-389.91-24	GR2108	Interfund Transfer From (421)	$ 0	$ 0	$ 199,904	$ 0
($ 199,904)	421-0000-389.99-50	GR2108	Fund Balance (421)	$ 0	$ 0	($ 199,904)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 199,904	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 199,904	424-4010-581.91-21	GR2108	Interfund Transfer to 421	$ 0	$ 0	$ 199,904	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 199,904	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Waster Sewers construction and CEI portion of the project is less than expected. This Interfund Transfer is moving the funds back from 424 Fund Balance to 421 Fund Balance.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/24/23 RESOLUTION #: 2023-128

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

Dave Radford Digitally signed by Dave Radford Date: 2023.10.19 14:02:49 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.10.19 14:02:12 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Lora Howell Digitally signed by Lora Howell Date: 2023.10.19 13:48:23 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.19 13:48:46 -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 #: _____

Legislation Details (With Text)

File #:	23-669	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/17/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	Approval of the requested street closure outside the CBD on October 28, 2023. (Communication and Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Greater St. Paul Road Closure.pdf Breast Cancer Layout.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 17, 2023
Agenda Date: October 24, 2023
Prepared By: Gail A. Bantugan, Leisure Services Manager
Through: Samantha Senger, Director of Communication and Economic Development,
Requested Action:
Approval of the requested street closure outside the CBD on October 28, 2023.

BACKGROUND:

Per the special events ordinance, all street closure requests must be approved by City Council. This request is outside of the Central Business District and therefore does not count towards the allotted 24 street closures permitted per year in that area.

Greater Saint Paul Missionary Baptist Church, Second Annual Breast Cancer Awareness Event and Car Show, Saturday, October 28, 2023, 8:00am-5:00pm.
Hughlett: between Stone and Lemon
Lemon: between Hughlett and Glenn
Glenn: between Stone and Lemon
Stone: between Hughlett and Glenn
Total Closure - One Day

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its

citizens.

BUDGETARY IMPACT:

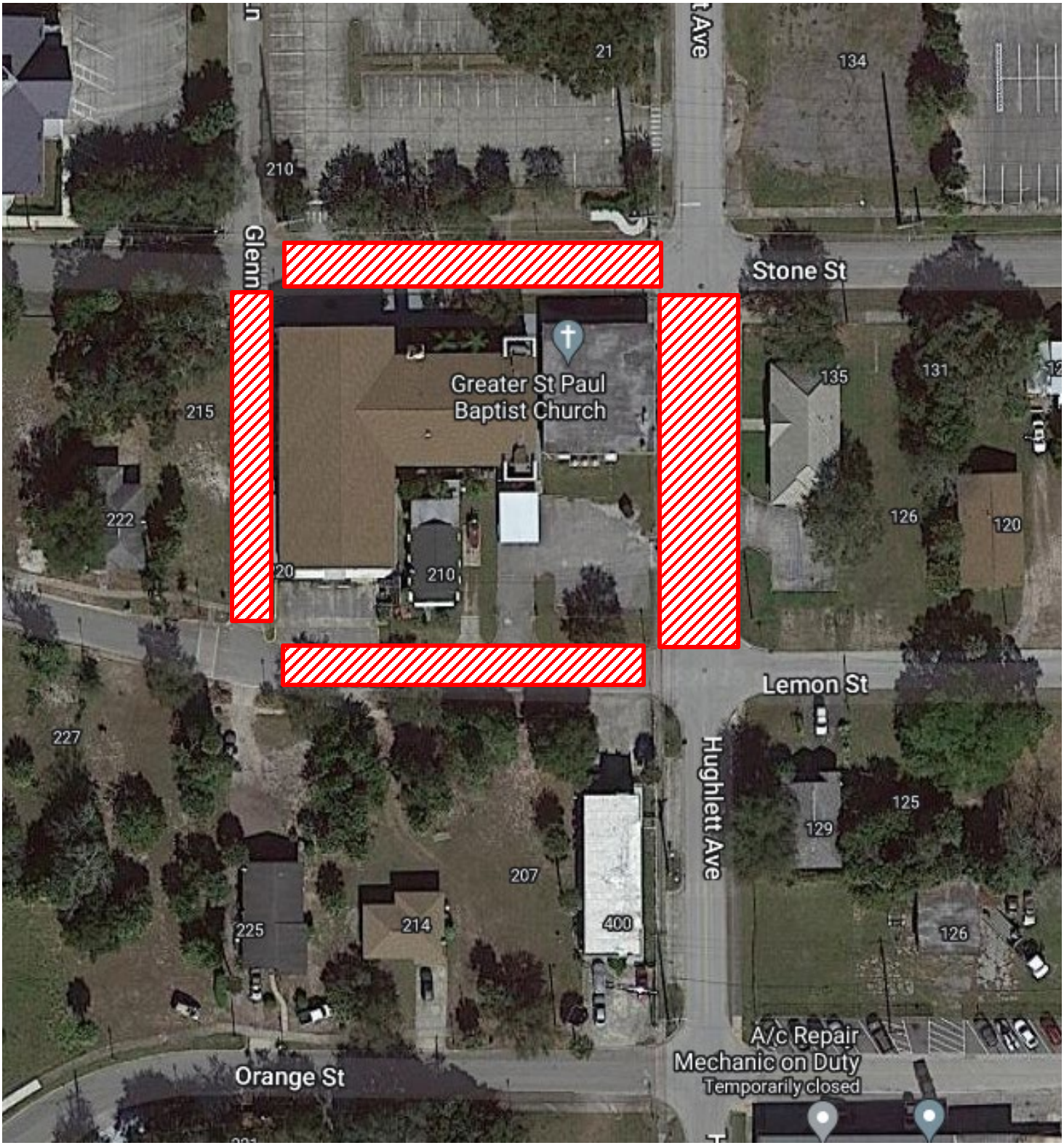
The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

The 2023 Road Closure requests were approved last year on December 13, 2022.

RECOMMENDED MOTION:

Approval of the requested street closure outside the CBD on October 28, 2023.


Glenn
Stone St
Greater St Paul
Baptist Church
Lemon St
Hughlett Ave
Orange St
A/c Repair
Mechanic on Duty
Temporarily closed
21
134
210
215
222
135
131
126
120
210
227
125
129
207
225
214
400
126

Road Blocked

Fellowship Hall

Church

Road Blocked

CAR SHOW CARS
Stone Street

CAR SHOW CARS

Vendors

Fish Fry Tent

Tent
MC
Breast Cancer
Stage

Overflow Parking Hughlett

CAR SHOW CARS

CAR SHOW CARS

Vendors

CAR SHOW CARS

CAR SHOW CARS

CAR SHOW CARS

Road Blocked

Road Blocked

Legislation Details (With Text)

File #:	23-671	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/18/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	Announcement of Councilmember Koss to Attend the Florida League of Cities IEMO II Conference from October 26, 2023 - October 28, 2023. (Interim City Clerk)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2023
Agenda Date: October 24, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Announcement of Councilmember Koss to Attend the Florida League of Cities IEMO II Conference from October 26, 2023 - October 28, 2023.

BACKGROUND:

Councilmember Koss will be attending the Florida League of Cities IEMO II Conference in Daytona Beach. The conference will take place on October 27th and 28th, however she will be arriving the night before to attend early morning classes. The total estimated cost for all expenses is around $945. Registration costs for the conference are budgeted under Council's Training account and all other expenses related to travel are budgeted under Council's Travel & Per Diem account.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested	$945 (Estimated)
Account Number	001-1000-511.40-00 Travel & Per Diem 001-1000-511.55-00 Training

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Announcement of Councilmember Koss to Attend the Florida League of Cities IEMO II Conference from October 26, 2023 - October 28, 2023.

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Legislation Details (With Text)

File #:	23-672	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/18/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	Announcement of Mayor Blake, Councilmember Goins and Councilmember Koss to Attend the Florida League of Cities Legislative Conference from November 29, 2023 - December 1, 2023. (Interim City Clerk)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2023
Agenda Date: October 24, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Announcement of Mayor Blake, Councilmember Goins and Councilmember Koss to Attend the Florida League of Cities Legislative Conference from November 29, 2023 - December 1, 2023.

BACKGROUND:

Mayor Blake, Councilmember Goins and Councilmember Koss will be attending the Florida League of Cities Legislative Conference in Orlando from November 29th through December 1st, 2023. While the City is responsible for the Mayor's conference registration, his hotel expenses will be covered by the Florida League of Cities as he is the Vice President. The total estimated cost for all expenses is around $2,300. Registration costs for the conference are budgeted under Council's Training account and all other expenses related to travel are budgeted under Council's Travel & Per Diem account.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested $2,300 (Estimated)

Account Number 001-1000-511.40-00 Travel & Per Diem
001-1000-511.55-00 Training

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
Announcement of Mayor Blake, Councilmember Goins and Councilmember Koss to Attend the Florida League of Cities Legislative Conference from November 29, 2023 - December 1, 2023.

Legislation Details (With Text)

File #:	23-530	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	8/24/2023		**In control:**	City Council	
On agenda:	10/24/2023		**Final action:**		
Title:	Approve participation in a Piggyback Agreement with Musco Sports Lighting LLC to provide Lights for the new multi-purpose field at Provost Park in the amount of $321,797 utilizing Clay County RFP 18/19-2. Approve a Resolution amending the FY24 Budget BAF#24-019-A to provide funding for this purchase. Authorize the City Manager to sign the related agreements and issue the purchase order. (Interim Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PBG-RFP-1819-02_ PiggyBack Const Rider.pdf EXHIBIT 1 - RFP-1819-2 Clay County Award to Musco.pdf EXHIBIT 2 - Musco Quote for Provost Park Improvements.pdf Budget Resolution FY 2023-118 ADA Compliant.pdf BAF 24-019-A-PW-AFBP21 Provost Park Lighting (10-24-23) Agenda 23-530.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 24, 2023
Agenda Date: October 24, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Abigail Morgan, Interim Public Works Director/City Engineer
Requested Action:
Approve participation in a Piggyback Agreement with Musco Sports Lighting LLC to provide Lights for the new multi-purpose field at Provost Park in the amount of $321,797 utilizing Clay County RFP 18/19-2. Approve a Resolution amending the FY24 Budget BAF#24-019-A to provide funding for this purchase. Authorize the City Manager to sign the related agreements and issue the purchase order.

BACKGROUND:

Council directed Staff to design and construct certain improvements at Provost Park to be paid with the use of assigned fund balance designated as Cocoa Park Improvements per the FY2021 Annual Comprehensive Financial Report..

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

On July 11, 2023 Council approved the Construction Manager at Risk (CMAR) approach. Staff

contacted W&J Construction and requested a GMP for the following improvements at Provost Park:
- Demolition of softball field, and other elements
- Multipurpose field, field fencing, irrigation, conduit for future infrastructure
- Reconstruct 2 basketball courts & 2 pickleball courts from existing courts
- Perimeter black vinyl fencing and southern sidewalk
- Construct Parking Lot with related storm water and lighting
- New Scoreboard

On August 10, 2023 W&J Construction submitted the following GMP - $1,899,004. Public Works also requested $80,000 in contingency for owner directed change orders.

On August 22, 2023 during the Budget Workshop, Council approved the CMAR GMP to W&J Construction for $1,969,004 and the additional funding for the field lights at Provost Park for $321,797. This amount did not include lighting for the ball fields. BAF 324-019-A provides the funding from assigned fund balance that has been earmarked for ERP replacement

STRATEGIC PLAN CONNECTION:

City Parks improve the City's image and encourages physical activity.

BUDGETARY IMPACT:

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

Amount Requested	$321,797
Account Number	001-0000-389.99-50 AFBP21 (ERP)
Account Name	Fund Balance

Amount Requested	$321,797
Account Number	_001-3580.519.63-07 PWFBPP
Account Name	_Infrastructure-ITB

PREVIOUS ACTION:

August 22, 2023, Council approved the budget for this purchase.

RECOMMENDED MOTION:

Approve participation in a Piggyback Agreement with Musco Sports Lighting LLC to provide Lights for the new multi-purpose field at Provost Park in the amount of $321,797 utilizing Clay County RFP 18/19-2. Approve a Resolution amending the FY24 Budget BAF#24-019-A to provide funding for this purchase. Authorize the City Manager to sign the related agreements and issue the purchase order.

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PIGGYBACK RIDER – CONSTRUCTION

PBG-RFP 18/19-2

PROVOST PARK IMPROVEMENTS

THIS "PIGGYBACK" RIDER AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, between the **CITY OF COCOA**, a Florida municipal corporation ("City" or "Owner") and **MUSCO SPORTS LIGHTING, LLC,** authorized to transact business in the State of Florida, with principal offices located at 100 1ST Avenue West, PO Box 808, Oskaloosa, IA 52577, ("Contractor"). The City and the Contractor agree as follows:

1. The Purchasing Policies of the City of Cocoa allow for "piggybacking". Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Contractor has entered into a contract with BOARD OF COUNTY COMMISSIONERS CLAY COUNTY, FLORIDA, and said contract being identified as: **RFP NO 18/19-2, Various Equipment and Amenities for Parks and Playgrounds** (said original contract being referred to as the "**Original Government Contract**").

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

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

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

B) **Scope of Services.** Pursuant to Section 1 of the Original Government Contract, the City and Contractor agree that the scope of services to be performed by Contractor under this Agreement is identified in **Exhibit 2** (Musco Quote dated September 1, 2023), and Exhibit 2 shall constitute a Work Order or Task Order.

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

i. Change Orders

ii. Piggyback Rider

iii. Original Government Contract, Exhibits and Addenda

iv. Supplemental Terms and Conditions

v. General Terms and Conditions

vi. Engineering Plans and Drawings, if any

vii. RFP 18/19-2 for Various Equipment and Amenities for Parks and Playgrounds issued by the Board of County Commissioners Clay County, FL, Published February 4, 2019, including any subsequently issued Addenda

viii. Contractor's Bid Submittal

ix. Punchlist

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

i. *Substantial Completion.* The Work shall be substantially completed within ~~Sixty (60)~~ Ninety (90) calendar days after the date when the Contract Time begins to run.

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

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

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

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

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

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

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

E) **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Subsection D) above, plus any extensions thereof allowed in accordance with this Agreement. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $100.00 for each calendar day that expires after the time specified in Subsection D) for substantial completion until the work is substantially complete and $50.00 for each calendar day that expires after the time specified in Subsection D) for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

F) **Contract Price.** The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of Three Hundred Twenty One Thousand, Seven Hundred Ninety Seven Dollars **($321,797.00)**, which is consistent with the Original Government Contract and as provided in the Quote attached hereto as **Exhibit 2**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

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

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

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

City of Cocoa
Accounts Payable
65 Stone Street
Cocoa, FL 32922

Or

accountspayable@cocoafl.gov

G) **Indemnification.** Notwithstanding anything in Exhibit "1" to the contrary, the Contractor shall indemnify, defend, and hold harmless the City, its City Commission members, employees, representatives, and attorneys from and against all claims, suits, actions, damages, losses, expenses, and/or causes of action including, but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out or, or in connection with this Agreement, provided that any such claims, suits, action, damages, losses, expenses, and or causes of action (1) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property, including loss or use; and (2) is caused or incurred in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by Contractor, subcontractor, agents, regardless if caused in part by the

City. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from the City's sole gross negligence or intentional misconduct. For purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. This paragraph shall survive the termination of this Agreement.

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

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

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

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

OWNER herein (_X_) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the

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

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

J) **Change Orders.** Notwithstanding anything in Exhibit "1" to the contrary, the OWNER, by written change order and without invalidating the Agreement, may order, or at the request of Contractor approve, extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order. The CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the OWNER or the OWNER's agent and claims based on breach of contract or negligence, shall be a claim for an extension of the scheduled construction time.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

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

1. By mutual acceptance of a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final

determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it inexpedient to correct work injured or done not in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made therefor by Change Order.

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

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

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

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

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed,

if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

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

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

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

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

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

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

O) **Guarantee.** Notwithstanding anything in Exhibit "1" to the contrary, the CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and

that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s). To the extent that greater guarantees or warranties are provided in Exhibit "1", such guarantees or warranties shall supersede this Subsection.

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

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

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

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

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

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

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

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

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

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

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

CITY:

_____

Michael Blake, Mayor

Date: _____

ATTEST:

_____

City Clerk

CONTRACTOR

_____

Printed Name and Title: James M. Hansen

Secretary

Date: October 6, 2023

EXHIBIT "1"

RFP 18/19-2 for Various Equipment and Amenities for Parks and Playgrounds issued by the Board of County Commissioners Clay County, FL, Published February 4, 2019

EXHIBIT "2"

Musco Quote dated September 1, 2023

Quote

Date: September 1, 2023
To: City of Cocoa

Project: Provost Park Improvements
Cocoa, FL

Quotation Price – Materials Delivered to Job Site and Installation

- ***Multipurpose Field – 360' x 195'..... $321,797.00***

All purchase orders should note the following:
Clay County RFP 18/19-2
Sales tax and permitting fees are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Section I, A) , 30FC 2:1 uniformity	1	$166,000.00	$166,000.00
(Section II, A) Windspeed adder, 20% of Materials cost	1	$33,200.00	$33,200.00
(Section III, A) Pole installation	4	$5,300.00	$21,200.00
(Section III J) Site Inspection	1	$2,500.00	$2,500.00
(Section IV A) 200 Amp Service	1	$12,650.00	$12,650.00
(Section IV B1) Wiring from Panel to Contactors	8	$100.00	$800.00
(Section IV B2) Wiring from Contactor to Poles	1,200'	$40/ft	$48,000.00
(Section IV B4) Pull Boxes	4	$600	$2,400.00
(Section IV C b) Installation of Contactor Cabinet	1	$8,650.00	$8,650.00
(Section IV D 1) Lightning Protection Surge Arrestor – protection at remote electrical enclosure	4	$1,200.00	$4,800.00
(Section IV D2) Lightning protection on line side	1	$9,900.00	$9,900.00
(Section V B) Foundation design based on assumed soils	1	$1,350.00	$1,350.00
(Section V D) Bonding	1	$6,436.00	$6,436.00
(Section V E) Site Survey	1	$3,300.00	$3,300.00
(Section V F) Project Management	1	$6,000.00	$6,000.00
Total			$327,186.00
Deduct / Design Parameters / Labor			($5,389.00)
Total			$321,797.00

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 Footcandles and uniformity of 2.5:1.0

System Description

- Factory aimed and assembled luminaries, including BallTracker® luminaires
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures

- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 240 Volt, 1 phase electrical system requirement.
- Structural code and wind speed = 2020 FBC, 150 mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- **Permitting costs are not included.**
- Owner is providing and installing 2" conduit from the power source to each pole.
- Source of power must be withing 100' of the field.
- Pricing is valid until 12/31/2023.
  Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Sales Representative
Musco Sports Lighting, LLC
Phone: 954-629-8446
E-mail: tim.imhoff@musco.com

2016, 2021 Musco Sports Lighting, LLC

EXHIBIT "3"

Performance and Payment Bond

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

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

Bid Number:	

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

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

of $ _____, for payment of which we bind

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

CONTRACTOR AS PRINCIPAL

Company:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

RFP NO. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.

Issued By:
Clay County Board of County Commissioners
Purchasing Department

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Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room "B", Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked "**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS"** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids. **THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT:** www.claycountygov.com **BY FOLLOWING THE "NOTICE OF INTENT BIDS" LINK UNDER THE "BUSINESS" ROLLOVER BUTTON ON THE COUNTY'S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.**

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted bidder 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 or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

----------END OF NOTICE----------

BID ADVERTISEMENTS SCHEDULE

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

(CLAY TODAY) For publication on: **February 14, 2019**

(CLAY COUNTY WEBSITE) For: **February 14, 2019**

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish

Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

   Proposals submitted in person or by courier services will be received at:
   Clay County Administrative Building
   Fourth Floor, Reception Area
   477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words "**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS"** shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.

   A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
   B. Proposals WILL NOT be accepted in person after the time and date specified.
   C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
   D. No postal mail will be accepted.

3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.

4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.

6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.

7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.

8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.

9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.

10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.

11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.

12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.

14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".

15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.

18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

    No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

    a. Commercial General Liability

1. General Aggregate	$1,000,000
2. Products and Completed Operations Aggregate	$1,000,000
3. Personal and Advertising Injury	$1,000,000
4. Each Occurrence	$1,000,000
5. Fire Damage (any one fire)	$ 50,000
6. Medical Expense (any one person)	$ 5,000

    b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	$1,000,000

    c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	$ 100,000
b. Disease-Policy	$ 500,000
c. Disease-Each Employee	$ 100,000

    d. Professional Liability

1. When required by Contract-per occurrence	$ 1,000,000

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of $200,000^{.00}$ or less. Prior to commencement of a project exceeding $200,000^{.00}$, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.

23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.

24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: http://dos.myflorida.com/sunbiz

25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

    The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

    a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.

    b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than $250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

    Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.

32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder's job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder:_____

Address:_____

City, State and Zip:_____

Phone:_____ Email:_____

Contact Name(s):_____

_____
Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer:_____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer:_____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer:_____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer:_____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name:_____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name:_____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name:_____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed? _____ Yes _____ No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

_____

_____

_____

Parts Warranty Period: _____ Service Warranty Period: _____

Nearest source for parts and/or service center (s):

_____

_____

Name, address and phone number of the authorized service center (s):

1) _____

2) _____

3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

_____

_____

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: _____ Yes _____ No

Name of Bidder: _____

Signature _____

Title _____ Phone Number _____

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project:_____

_____

_____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: $_____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

_____

_____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:
Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

(1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:[1] _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

_____

(Seal) _____

By: _____

_____

Its _____

[1] "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

"NO BID" Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

____ Specifications are too restrictive (please explain below or attach separately)

____ Unable to meet specifications

____ Specifications were unclear (please explain below or attach separately)

____ Insufficient time to respond

____ We do not offer this product or service

____ Our schedule would not permit us to perform at this time

____ Unable to meet bond requirements

____ Other (please explain below or attach separately)

Remarks:

_____

_____

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

a. Section 336.44, Florida Statues (2001).
b. Applicable Provisions of Clay County Code.
c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

a. The number assigned to the particular bid solicitation.
b. The title of the bid exactly as it appeared in the published solicitation.
c. The date of the bid opening.

(D) **Bid Receipt Procedure**: The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement**:

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	$1,000,000
2.	Products and Completed Operations Aggregate	$1,000,000
3.	Personal and Advertising Injury	$1,000,000
4.	Each Occurrence	$1,000,000
5.	Fire Damage (any one fire)	$ 50,000
6.	Medical Expense (any one person)	$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverage as required by Florida law $1,000,000

c. Workers Compensation/Employers Liability

1. Workers Compensation		statutory limits
2. Employers Liability		
	a. Each Accident	$ 100,000
	b. Disease-Policy	$ 500,000
	c. Disease-Each Employee	$ 100,000

d. Professional Liability

1. When required by contract-per occurrence	$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) <u>Bid Awards and Protests:</u>

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

> FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address[1]]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address[2]] BY [insert suitable directions[3]]. NO OTHER NOTICE WILL BE POSTED.

[1] As of the date on which this Purchasing Policy was adopted, the bid notice web address was: http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids

[2] As of the date on which this Purchasing Policy was adopted, the County's homepage address was: http://www.claycountygov.com/.

[3] As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.

3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.

4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.

5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.

6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 18/19-2, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 18/19-2 were opened on March 19, 2019. During its regular meeting on May 28, 2019, the Board rendered its decision to award RFP No. 18/19-2 to multiple companies. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72 hour period for protest. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Lorin L. Mock
Acting County Manager

Date of Posting:	Date of Removal:
5/29/19	6/3/19
Time of Posting:	Time of Removal:
8:45 a.m.	8:47 a.m.
Initials:	Initials:
D F	D F

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: **Various Equipment and Amenities for Parks and Playgrounds**

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Copies	W9	Insurance	Total
1	Custom Canopies Inc.	✓	✓	✓	TBD
2	Dominica Recreation Products	✓	✓	✓	TBD
3	Rosette Equipment Company	✓	✓	✓	TBD
4	Recycled Plastic Factory LLC	✓	✓	✓	TBD
5	Playworx Playsets LLC.	✓	✓	✓	TBD
6	Dynamo Industries	✓	✓	✓	TBD
7	Robertson Industries	✓	✓	✓	TBD
8	RCP Shelters	✓	✓	✓	TBD
9	Miracle Recreation/True North	✓	✓	✓	TBD
10	Nevco Sports LLC	✓	✓	✓	TBD
11	Regal Contractors, Inc.	✓	✓	✓	TBD
12	Wausau Tile Inc.	✓	✓	✓	TBD
13	MuscoSports Lighting LLC	✓	✓	✓	TBD
14	Greenfield Outdoor Fitness, Inc.	✓	✓	✓	TBD
15	Miller Recreation Equipment & Design Inc	✓			TBD

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish
(BCC)

Clerk

Department Representative

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: **Various Equipment and Amenities for Parks and Playgrounds**

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Copies	W9	Insurance	Total
1	Playmore Recreational Products	✓	✓	✓	TBD
2	Top Line Recreation	✓	✓	✓	TBD
3	Rep Services Inc.	✓	✓	.	TBD
4	Southern Recreational Inc.	✓	✓	✓	TBD
5	Bleis Products & Services Inc.	✓	✓	✓	TBD
6	Swartz Associates	✓	✓		TBD
7	Play Spaces Services Inc	✓	✓	✓	TBD
8	Advanced Recreational Concepts				
9					
10					
11					
12					
13					
14					
15					

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

facilities maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish
(BCC)

Clerk

Department Representative

Administrative & Contractual Services
PO Box 1366
Green Cove Springs, FL 32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL 32043

Phone: 904-278-3766
904-278-3761
904-284-6388

Fax: 904-278-3728

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com

May 9, 2023

MEMORANDUM

TO: Howard Wannamaker,
County Manager

FROM: Karen Smith,
Purchasing Director

SUBJECT: Board of County Commissioners agenda item for May 23, 2023.

Second Renewal for RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. RFP provides purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount remains the same for all distributors as received in their bid and they are allowed to add manufacturers with this renewal. The companies acknowledged their renewal with memos.

1. The following company did not choose to renew: Recycled Plastics

2. Bliss Products added the following manufacturers: iMulchFL and Play Hard Recreation

3. Playmore West, Inc. added the following manufacturers: Superior Amenities, Berliner, Exofit, and Dog-On-It

4. Nevco Sports, LLC added the manufacturer: Wall of Fame Displays

5. Rep Services, Inc. added the following manufacturers: 2By2 Industries, iMulchFL, and Safe4Play

BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES
June 13, 2023
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner James Renninger, District 3, gave the Invocation.

PLEDGE

HM3 Petty Officer Raymond Shaw, U.S. Navy led the Pledge of Allegiance.

Chairman Betsy Condon said Petty Officer Shaw served our country for three years in the United States Navy before he was honorably discharged. He served in Operation Desert Storm and received numerous awards and medals throughout his military career, including the National Defense Medal - Southwest Asia Service Medal - and the Kuwait Liberation Medal. Petty Officer Shaw is a Fleming Island resident who volunteered for the Mission City Church.

Petty Officer Shaw said a representative of Government is what this is; it is a republic, not a democracy; this is the grassroots right here. Things may get heated sometimes, but we can all stay civil and agree to disagree. It has been a pleasure to lead the Pledge of Allegiance. As a veteran, there is no greater country on the face of this earth, and I have been on the other side of the earth; America is the greatest country.

CALL TO ORDER

Chairman Betsy Condon called the meeting to order at 4:03 pm.

ROLL CALL

Present:	Commissioner District 4 Betsy Condon, Chairman Commissioner District 3 James Renninger, Vice-Chairman Commissioner District 1 Mike Cella Commissioner District 2 Alexandra Compere Commissioner District 5 Dr. Kristen T. Burke
Absent:	None
Staff Present:	County Manager Howard Wanamaker

her hard work and dedication to the County. Clerk and Comptroller Green gave an overview of the ongoing audit and the submission deadline.

Sheriff Michelle Cook addressed the Board regarding the upcoming CCSO accreditation assessment.

Sheriff Michelle Cook gave a summary of the Deputies on duty in the Glenn Haven Area and CR209. There is one off-duty Deputy in the Glen Haven area and two to three PSA/Deputies at 209 and Sandridge.

APPROVAL OF MINUTES

4. Board of County Commissioners Meeting Minutes, May 23, 2023.

Vice-Chairman James Renninger made a motion for approval of the May 23, 2023, BCC Meeting minutes, seconded by Commissioner Mike Cella, which carried 5-0.

PUBLIC COMMENTS

Public Comment can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/June-13-2023, beginning at 58:31 and ending at 1:21:34 . Below is a summary of the discussion.

Chairman Betsy Condon opened the floor for public comment at 4:59 pm.

Grazina "Gina" Juras, 2562 Woodhaven Court, Green Cove Springs, Florida, addressed the Board to thank the Board, Commissioner Burke, and CCSO and addressed her concerns regarding receiving better communication from the county with longer road closures. Ms. Juras also spoke about concerns regarding access for EMS and the effect once the construction is complete and future construction.

Lynnette Poupard, 2219 Garden Moss Drive, Green Cove Springs, Florida, addressed the Board with concerns regarding the division of the neighborhood, solution not being workable for everyone in the community regarding the road closures in Lake Asbury, access to businesses, safety issues, unsafe to turn left at 209 and Sandridge, and traffic. Ms. Poupard asked the Board to consider other options.

Marissa Hunt, 2980 Southbank Circle, Green Cove Springs, Florida, addressed the Board regarding the road closures in Lake Asbury, the inconvenience to travel to local businesses, and the closure of public roads in Glen Haven.

Hearing no other comments, Chairman Betsy Condon closed public comment at 5:07 pm.

Commissioner Kristen Burke thanked the constituents for coming, expressed her concerns with the treatment received, and commented about the road closures when it becomes a safety issue. She does not have the authority to close roads. Commissioner

BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES
May 23, 2023
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Kristen Burke, District 5, gave the Invocation.

PLEDGE

U.S. Navy Petty Officer Jason Clark led the Pledge of Allegiance.

Chairman Betsy Condon said Petty Officer Clark served our country for ten years in the United States Navy. He served as a Ship's Serviceman on active duty for eight of those years, and for two years, he served on Reserve Duty. Throughout his time in the Navy, Petty Officer Clark received several awards, including the Navy Achievement Medal - Joint Meritorious Unit Award - and Iraqi Campaign Medal. Additionally, he was recognized twice as the Command Junior Sailor of the Quarter. Today Petty Officer Clark resides in Orange Park and works as the Volunteer Coordinator for the Clay County Board of County Commissioners.

Petty Officer Clark said it has been a pleasure to join the Clay County Community Services Team and thanked the Board for the opportunity.

CALL TO ORDER

Chairman Betsy Condon called the meeting to order at 4:03 pm.

ROLL CALL

Present:	Commissioner District 4 Betsy Condon, Chairman
	Commissioner District 1 Mike Cella
	Commissioner District 2 Alexandra Compere
	Commissioner District 5 Dr. Kristen T. Burke
Absent:	Commissioner District 3 James Renninger, Vice-Chairman
Staff Present:	County Manager Howard Wanamaker
	County Attorney Courtney K. Grimm
	Commission Auditor Heather Boucher

Sumner/C. Stewart)

11. Second Renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K. Smith)

    Approval of second renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

    Funding Source:
    General Fund - Parks and Recreation Administration - Machinery and Equipment - Capitalized
    Various

12. Bid No. 22/23-45, Junk and Debris Removal (K. Smith)

    Approval to reject bid received from J Dog Junk Removal for Bid No. 22/23-45, Junk and Debris Removal. Services are funded through the Community Development Block Grant (CDBG) Entitlement Program. Staff is re-evaluating alternate methods to procure services based upon the needs of individual applications. This effort should result in better pricing for the removal and disposal fees.

13. Interlocal Agreement with Clay County Utility Authority regarding Road Work and Utility Work for the Improvements of County Road 315 related to the Bonded Transportation Program Construction Management At Risk Group #2 (E. Dendor)

    Approval of Interlocal Agreement with Clay County Utility Authority regarding Road Work and Utility Work for the Improvements of County Road 315 related to the Bonded Transportation Program Construction Management At Risk Group #2 (E. Dendor)

14. Tenth Amendment to Agreement No. 2020/2021-213 with Jacobs Engineering Group, Inc. for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management At Risk Group #2 regarding Project 6A (E. Dendor)

    Approval of the Tenth Amendment to Agreement No. 2020/2021-213 with Jacobs Engineering Group, Inc. for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management At Risk Group #2 to include design and post-design Services necessary to construct the Utility Work in relation to Project 6A in accordance with the Interlocal Agreement between the

SPORTS & FITNESS EQUIPMENT

Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilties,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	35%	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equiment	5%	Priced Per Job	Yes	Yes	In Catalog
	Play Hard Recreation	Recreation Equipment	Priced per job	Included	N/A	On Website	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed**	**Installation Discount**	**Catalog Provided**	**Current MSRP List**	**Warranty**

	Manufacturer	Product	from MSRP	Installation Discount	Catalog Provided	Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilties,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	**Product**	**Discount Allowed**	**Installation Discount**	**Catalog Provided**	**Current MSRP List**	**Warranty**
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Nevco Sports, LLC (618) 664-0360 mfrey@nevco.com or mfritsche@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Top Line Recreation Inc. (386) 575-8359 Soniap@toplinerec.com	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilties,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equipment	13%	20%	No	No	??

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Exofit	Fitness Equipment	3%	35%	No	No	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@GMAIL.COM	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
M. Gay Constructors, Inc. 904-714-4001 mgcmelissa1@gmail.com	M. Gay Constructors, Inc.	Sports Lighting	Prices as listed	N/A	No	Yes	Yes

Clay County

Request for Proposal

RFP No. 18/19-2

Various Equipment and Amenities for Parks and Playgrounds

Submitted by

Musco Sports Lighting, LLC

100 1st Ave West
PO Box 808
Oskaloosa, Iowa 52577
Phone: 800-825-6030
Fax: 641-672-1996

We Make It Happen.

This information is provided by Musco exclusively for this project. Reproduction or distribution of the enclosed documents or information without the written permission of Musco Sports Lighting, LLC is prohibited.
M-1898-enUS-2

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A. Bid Forms

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Musco Sports Ligthing, LLC

Address: 100 1st Ave West, PO Box 808

City, State and Zip: Oskaloosa, IA 52577

Phone: 800-825-6030 Email: musco.contracts@musco.com

Contact Name(s): James M. Hansen

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Musco Sports Lighting, LLC

Fixed Percentage Discount off MSRP: Prices as listed

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: See attached list

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

Florida Subcontractors

Musco Sports Lighting, LLC
100 1st Ave West
Oskaloosa, IA 52577

Bill Smith Electric Inc
Jake Smith
1095 Hidden Terrace Drive
Cantonment, FL 32533
Phone: 850-968-6500

Parks Electric Service Inc
Claude Parks
2986 Florence Drive
Middleburg, FL 32068
Phone: 904-237-0165

Davco
Russ White/Mark Komar
4885 Park Ridge Boulevard
Boynton Beach, FL 33426
Phone: 561-732-3434

Electrical Contracting Service
Charlie Floyd/Chuck Floyd
2375 West 77th Street
Hialeah, FL 33016
Phone: 305-556-0041

Imperial Electric Inc
Mike Terrango
951 NW 51 Place
Fort Lauderdale, FL 33309
Phone: 954-938-0520

M Gay Constructors
Mike Gay
11802 Industry Drive
Jacksonville, FL 32226
Phone: 904-714-4001

Kenny Strange Electric
Kenny Strange
429 S Tyndall Parkway, Suite E
Panama City, FL 32404
Phone: 850-215-8030

Himes Electric
Thomas Cook
1040 Land O Lake Blvd
Lutz, FL 33549
Phone: 813-909-1927

Musco Sports Lighting, LLC states each of the aforementioned subcontractor installer(s) are authorized to install Musco's sports lighting equipment as required.

Musco Sports Lighting, LLC reserves the right to use other approved subcontractors, with the owners approval. Through the submittal process, the owner has the right to reject any subcontractors not licensed or listed with the local jurisdiction.

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Musco Sports Lighting Equipment & Services

Is there a warranty on the equipment proposed? X Yes _____ No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

See attached warranties

Parts Warranty Period:_____ Service Warranty Period:_____

Nearest source for parts and/or service center (s):

Musco Sports Lighting, LLC

Name, address and phone number of the authorized service center (s):

1) Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577, 877-347-3319

2) _____

3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X Yes _____ No

Name of Bidder: Musco Sports Lighting, LLC

Signature _____

Title Secretary Phone Number 800-825-6030

(MULTIPLE SHEETS CAN BE USED)

Musco Constant 25™

25-Year Product Assurance & Warranty Program

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light

Average illumination levels are guaranteed as described in the Project Details on the following page. Musco will electronically monitor luminaire operation and operating hours, and will group re-lamp if applicable.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted. If actual usage exceeds the maximum hours of coverage, the customer will be required to pay an additional fee in order to maintain the warranty to the end of 25 years.

Energy Consumption

Average and maximum energy consumptions for your lighting system are guaranteed. Exhibit A provides a 25-year energy cost model based upon the customer provided utility rate and anticipated hours of usage. Changes in rates or usage will proportionately change the costs.

Monitoring, Maintenance and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage and lamp outages. If fixture outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax, or email. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Spill Light Control

Spill light readings at identified locations are guaranteed to be controlled to the values provided in Musco s design documents for your project, shown in Exhibit B.

Structural Integrity

Your project has been designed to
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty (Exhibit C) and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.

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Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project Details

Project Name: _____ Project Number: _____

Owner: _____ City: _____ State: _____

Product(s) Covered: _____

Date Issued: _____

Expiration: _____ or maximum hours of coverage noted below, whichever occurs first

Total Average kW per hour:_____ Total Maximum kW per hour:_____

Musco products and services are guaranteed to perform on your project as follows:

Field/Zone	Fixture Quantity	Lamp Type	Average Target Light Level	Uniformity Max/Min	Total Relamps Included	Estimated Annual/25-Year Estimated Usage Hours	Maximum Hours of Coverage

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Musco Constant 25™

25-Year Product Assurance & Warranty Program Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED™ or Green Generation Lighting® with Control-Link® and any additional Musco manufactured product as listed on page 2.

"We", "us" and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** Control-Link Central operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

2. **Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with product(s) of like kind and quality.

3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a non-threatening and safe environment for service.

   You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure Musco will replenish spare fuses used.

   You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. **Service Limitations - This Contract does not cover:** Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Products parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/ nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning).

5. **Contract Limitations:**
   a. EXCLUSIONS FROM COVERAGE: IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.

   b. Limitation of Liability: To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

   c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.

   d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.

   e. Obsolescence or Environmental Restrictions: If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state of federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales

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Musco Constant 10™

10-Year Product Assurance & Warranty Program

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 10 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light

Average illumination levels are guaranteed as described in the Project Details on the following page. Musco will electronically monitor luminaire operation and operating hours, and will group re-lamp if applicable.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted. If actual usage exceeds the maximum hours of coverage, the customer will be required to pay an additional fee in order to maintain the warranty to the end of 10 years.

Energy Consumption

Average and maximum energy consumptions for your lighting system are guaranteed. Exhibit A provides a 10-year energy cost model based upon the customer provided utility rate and anticipated hours of usage. Changes in rates or usage will proportionately change the costs.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and lamp outages. If fixture outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax, or email. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Spill Light Control

Spill light readings at identified locations are guaranteed to be controlled to the values provided in Musco's design documents for your project, shown in Exhibit B.

Structural Integrity

Your project has been designed to
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty (Exhibit C) and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.

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Musco Constant 10™

10-Year Product Assurance & Warranty Program

Project Details

Project Name: _____ Project Number: _____

Owner: _____ City: _____ State: _____

Covered Product(s): _____

Date Issued: _____

Expiration: _____ or maximum hours of coverage noted below, whichever occurs first

Total Average kW per hour: _____ Total Maximum kW per hour: _____

Musco products and services are guaranteed to perform on your project as follows:

Field/Zone	Fixture Quantity	Lamp Type	Average Target Light Level	Uniformity Max/Min	Total Relamps Included	Estimated Annual/10-Year Estimated Usage Hours	Maximum Hours of Coverage

©2005, 2017 Musco Sports Lighting, LLC

Musco Constant 10™

10-Year Product Assurance & Warranty Program Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED™ or Green Generation Lighting® with Control-Link® and any additional Musco manufactured product as listed on page 2.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

2. **Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.

3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a non-threatening and safe environment for service.

   You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure Musco will replenish spare fuses used.

   You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. **Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. **Contract Limitations:**
   a. EXCLUSIONS FROM COVERAGE: IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.

   b. Limitation of Liability: To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

   c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.

   d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.

   e. Obsolescence or Environmental Restrictions: If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state of federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales

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RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Musco Sports Lighting, LLC

ADDRESS: 100 1st Ave West

PO Box 808

Oskaloosa, IA 52577

TELEPHONE: 800-825-6030

FAX #: 641-672-1996

E-MAIL: musco.contracts@musco.com

Name of Person submitting Bid: James M. Hansen

Title: Secretary

Signature:

Date: 2/20/2019

ADDENDA ACKNOWLEDGMENT:
Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

(1) **The prospective Vendor,** Musco Sports Lighting, LLC **, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.**

(2) **Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.**

Vendor:

Musco Sports Lighting, LLC

By: _____
Signature

James M. Hansen, Secretary
Name and Title

100 1st Ave West
Street Address

Oskaloosa, IA 52577
City, State, Zip

2/20/2019
Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:[1] Musco Sports Lgihting, LLC

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

Musco Sports Lighting, LLC

(Seal)
None

By: _____

James M. Hansen

Its Secretary

[1] "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

B. Bid Pricing

Clay County
Sports Lighting Bid Sheet

Manufacturer:	Musco Sports Lighting, LLC
Address:	100 1st Ave West, PO Box 808
City, State, Zip Code:	Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Phone:	800-825-6030
Fax:	641-672-1996
Email:	musco.contracts@musco.com
Federal ID#:	42-1511754

Terms: 25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

Section 1: Musco Sports Lighting Price List

A. Light-Structure System™ with Total Light Control – TLC for LED® & SportsCluster® System with Total Light Control – TLC for LED®

Light-Structure System™ with Total Light Control – TLC for LED®

The Light-Structure System™ with TLC for LED® includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Total Light Control – TLC for LED® to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

SportsCluster® System with Total Light Control – TLC for LED®

SportsCluster® System with TLC for LED® includes electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster® System with Total Light Control – TLC for LED® to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document. The Constant 10™ warranty is contingent upon a site inspection.

FOOTBALL

Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 FC	**$153,700**	**$106,100**	50 FC	**$234,100**	**$156,100**
360' x 160'	70'	30 FC	**$187,300**	**$118,400**	50 FC	**$266,700**	**$168,600**
360' x 160'	100'	30 FC	**$219,100**	**$118,700**	50 FC	**$319,500**	**$169,100**
360' x 160'	120'	30 FC	**$237,800**	**$130,700**	50 FC	**$331,800**	**$187,300**

SOCCER							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
330x200	30'	30 FC	**$166,000**	**$90,600**	50 FC	**$211,800**	**$131,700**
330x200	50'	30 FC	**$166,000**	**$90,600**	50 FC	**$224,400**	**$143,800**
360x210	30'	30 FC	**$166,000**	**$90,600**	50 FC	**$224,400**	**$143,800**
360x210	50'	30 FC	**$177,700**	**$106,100**	50 FC	**$257,100**	**$164,500**
360x225	30'	30 FC	**$178,600**	**$106,100**	50 FC	**$237,000**	**$155,800**
360x225	50'	30 FC	**$179,500**	**$106,100**	50 FC	**$271,500**	**$170,200**

BASEBALL / SOFTBALL							
Field Type	Field Size	Average Maintained Light Level (Inf/Out)	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level (Inf/Out)	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
60' Base Path	200'	30/20	**$107,400**	**$70,300**	50/30	**$119,200**	**$78,800**
60' Base Path	225'	30/20	**$122,100**	**$80,500**	50/30	**$134,000**	**$92,100**
60' Base Path	250'	30/20	**$127,200**	**$80,500**	50/30	**$149,900**	**$103,000**
60' Base Path	300'	30/20	**$173,300**	**$119,800**	50/30	**$205,500**	**$134,300**
60' Base Path	320'	30/20	**$177,800**	**$124,300**	50/30	**$226,800**	**$146,300**
90' Base Path	300'	50/30	**$235,900**	**$147,400**	70/50	**$325,300**	**$208,500**
90' Base Path	325'	50/30	**$259,600**	**$159,500**	70/50	**$352,300**	**$228,400**
90' Base Path	350'	50/30	**$273,100**	**$172,500**	70/50	**$403,800**	**$252,600**
90' Base Path	320/360/320	50/30	**$261,200**	**$160,800**	70/50	**$413,600**	**$255,300**
90' Base Path	330/400/330	50/30	**$366,200**	**$212,600**	70/50	**$464,600**	**$281,000**

TENNIS			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	**$69,500**	**$49,400**
3	50 FC	**$81,500**	**$52,600**
4	50 FC	**$81,500**	**$52,600**
6	50 FC	**$162,400**	**$102,300**

BASKETBALL - OUTDOOR			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	**$61,100**	**$44,300**

BASKETBALL - INDOOR - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Material
1 – 94 x 50	80 FC	$25,500

PARKING LOT - 10 year parts and labor warranty			
Parking Lot Area	Light Level	Price for LED Material	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 FC	$28,600	$0.45/sq ft

1. **This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.**

2. **Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.**

3. **Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6 weeks standard shipping.**

4. **This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.**

B. Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

Example: 360' x 160' Football @ 30FC (50' SETBACK)

$153,700 X 15% = $23,055

$153,700 - $23,055

Metal Halide Technology Pricing = $130,645

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document.

C. Other Applications

	Cost	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	$3,500	per fixture
Control-Link Retrofit Unit (material only)	$8,500	per unit
Control-Link Unit - Multiple Services (material only)	$6,700	per unit
Osprey Nest Platforms	$3,000	each
TLC-RGBW Fixture	$4,500	per fixture
LED Security Fixture (mount on Musco pole)	$1,850	per fixture
LED Pathway Lighting (8' pole with LED fixture)	$2,300	per pole
LED Area Lighting (15' pole with LED fixture)	$2,250	per pole
LED Roadway Lighting (30' pole with LED fixture)	$2,550	per pole
LED Bollard Lighting (42" pole with LED fixture)	$800	per pole

Section II: Adders

A. The above pricing is based upon 2017 FBC 130 mph. For each 10 mph increase in wind zone, the equipment price will increase by 10%.

B. Florida Building Code, 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.

C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.

D. Control-Link® Entertainment package will increase the equipment price by 5%.

E. Control-Link® Entertainment+ package will increase the equipment price by 12%. Musco is not responsible for obtaining or any cost associated with music licenses.

Section III: Labor Costs

A. Pole Installation **(price per pole)**

Pole Height	LS 2017 FBC 130 mph Price
40'	**$4,150**
50'	**$4,300**
60'	**$4,600**
70'	**$5,300**
80'	**$6,450**
90'	**$9,500**
100'	**$11,550**
110'	**$17,550**

B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.

C.	Removal of Existing Concrete Poles	**$4,600 per pole**
D.	Removal of Existing Wooden Poles	**$1,750 per pole**
E.	Straighten Concrete Pole	**$5,000 per pole**
F.	Patching Concrete Poles	**$4,000 per pole**
G.	Installation of Fixtures on Existing Poles	**$6,000 per pole**
H.	Installation of Control Link Retrofit	**$2,100 per unit**
I.	Retrofit existing Gymnasium with LED	**$750 per fixture**
J.	Site Inspection – Evaluation of existing lighting system	**$2,500 per project**

Section IV: Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV, A, 1)	**$12,650 each**
Option B – 400 Amp Service (Section IV, A, 1)	**$21,300 each**
Option C – 600 Amp Service (Section IV, A, 1)	**$25,900 each**
Option D – 800 Amp Service (Section IV, A, 1)	**$28,750 each**

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet	**$100 each**
b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet	**$110 each**

2. Wiring from Contactors to Poles

a. 2" PVC with (4) #1 THWN conductors	**$30 per foot**
b. 2 ½" PVC with (4) 3/0	**$40 per foot**
c. 4" PVC with (4) 500mcm	**$75 per foot**
d. (2) 4" PVC with (4) 300mcm	**$98 per foot**

3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

a	10	$5,400	**$5.75 per foot**
b	8	$5,980	**$8.65 per foot**
c	6	$6,210	**$11.50 per foot**

4. Pull Boxes

a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside	**$600 each**
b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet	**$150 each**

C. Installation of Contactor Cabinets

a. 48" Cabinet	**$5,750 each**
b. 72" Cabinet	**$8,650 each**

D. Lightning Protection

1. Surge Arrestor – protection at remote electrical enclosure	**$1,200 each**
2. Surge Arrestor – protection on line side of panel	**$9,900 each**

E. Pole Grounding

1. Provide and install ground rods for poles 70' and below	**$900 per pole**
2. Provide and install ground rods for poles 80' and above	**$1,450 per pole**

Section V: Engineered Plans

A.	Electrical Engineering Drawings, sealed by P.E.	
	1. Adder for 200 amp service	**$6,600 each**
	2. Adder for 400 amp service	**$9,950 each**
	3. Adder for 600 amp service	**$15,900 each**
	4. Adder for 800 amp service	**$26,450 each**
B.	Structural Engineering Drawings, sealed by P.E.	
	1. Foundation and pole plans based on assumed soils	**$1,350 per project**
	2. Foundation and pole plans based on geotech report	**$3,300 per project**
C.	Geotech report	**$9,950 per project**
D.	Bonding (over $200,000)	**$2,000 per $100,000**
E.	Site survey	**$3,300 per project**
F.	Project management	**$6,000 per project**

Section VI: Yearly Adjustments

A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.

B. During the term of this contract, new products with improved technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.

C. During the term of this contract if the State of Florida Building Code and/or wind speeds change, Musco reserves the right to adjust pricing accordingly.

Sports Lighting - Base Bid Lighting Equipment

Part 1 - General

A. The project goals are as follows:
   i. Guaranteed Light Levels: Selection of the appropriate light levels impact the safety of the players and the enjoyment of the spectators. Therefore, the lighting system shall be designed such that the light levels are guaranteed for a period of 25 years.
   ii. Environmental Light Control: Provide precise control of light with engineered optic systems using proven spill and glare reduction methods. The lighting system manufacturer needs to certify that they can meet or exceed all local lighting ordinances, offsite spill and glare. If required, lighting manufacturer will meet Dark Skies requirements.
   iii. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the field(s) should be proactively monitored to detect luminaire outages over a 25 year life cycle.
   iv. Control and Monitoring: To allow for optimized use of labor resources and to avoid unneeded operation of the facility, a remote on/off control system for the lighting system must be included. Fields should be proactively monitored to detect luminaire outages over the 25 years life cycle. All communication and monitoring costs for the 25 year period shall be included in the pricing.

B. Sports Lighting Performance
   i. The performance shall be in accordance with IES RP-6-15, which states maintained average illuminance levels are values which the lighting system should always meet or exceed.
   ii. Uniformity Ratio: The foot-candle level shall have a uniformity ratio of maximum ratio of not greater than the following:
      1. The manufacturer guarantees field light intensity levels and uniformity ratios at initial start-up and throughout rated life of the lamp and shall be maintained for the warranty life.

Football – Standard 4-pole layout, with poles located at the 15-yard line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target Light Level	Target Light Level	Uniformity	Grid Spacing	Grid Points
360' x 160'	50'	30 fc	50 fc	2.0:1	30' x 30'	72
360' x 160'	70'	30 fc	50 fc	2.0:1	30' x 30'	72
360' x 160'	100'	30 fc	50 fc	2.0:1	30' x 30'	72
360' x 160'	120'	30 fc	50 fc	2.0:1	30' x 30'	72

Soccer – Standard 4-pole layout, with poles located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.40)) from the centerline, with setbacks from the field as given above. Standard outside pole locations for a 6-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.28) from the center line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target Light Level	Target Light Level	Uniformity	Grid Spacing	Grid Points
330x200	30'	30 fc	50 fc	2.0:1	30' x 30'	77
330x200	50'	30 fc	50 fc	2.0:1	30' x 30'	77
360x210	30'	30 fc	50 fc	2.0:1	30' x 30'	84
360x210	50'	30 fc	50 fc	2.0:1	30' x 30'	84
360x225	30'	30 fc	50 fc	2.0:1	30' x 30'	96
360x225	50'	30 fc	50 fc	2.0:1	30' x 30'	96

Baseball (90' Base path) – Standard A-pole locations are 50' down line and 55' off for a 90' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of ((Foul Line + (Base path* 0.5))/2) and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8–pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Softball (60' Base path) – Standard A-pole locations are 35' down line and 40' off for a 60' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of ((Foul Line + (Base path*0.5)/2) and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8–pole design.

Field Type	Field Size	Target Light Level (Inf/Out)	Target Light Level (Inf/Out)	Uniformity Infield	Uniformity Outfield	Grid Spacing	Grid Points (Infield / Outfield)
60' Base Path	200'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/73
60' Base Path	225'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/96
60' Base Path	250'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/119
60' Base Path	300'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/181
60' Base Path	320'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/209
90' Base Path	300'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/73
90' Base Path	325'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/90
90' Base Path	350'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/106
90' Base Path	320/360/320	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/100
90' Base Path	330/400/330	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/121

Tennis – Standard pole locations are 6' beyond the serving line and 3' outside the fence.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0:1
3	50 fc	2.0:1
4	50 fc	2.0:1
6	50 fc	2.0:1

Basketball - Outdoor - Standard pole locations are 6' beyond the end line and 6' beyond the sideline of the outer court.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0:1

Basketball - Indoor - Lighting shall be provided utilizing LED luminaires

# Courts	Target Light Level	Uniformity
94' x 50'	80 fc	2.0:1

Parking Lots - Lighting shall be provided utilizing LED luminaires*

Parking lot	Total Square Feet	Target Average Light Level	Uniformity
320' x 200'	64,000	1 fc	N/A

*Pricing for alternate size parking lots may be determined by calculating a cost per square foot of the base size parking area and utilizing this cost to a different size area.

C. Point by Point Analysis

i. Measurements of light shall be demonstrated on computer generated model that consists of a grid of specified number of points covering a stated area on an equally spaced grid. See the below chart for the exact specifications of points, areas, and grid spacing each field.

ii. Light Level and Uniformity Ratio shall be calculated and shown on the computer generated model. The Light Levels and Uniformities must meet or exceed the defined criteria.

Computer Models - Test Stations

Area of Lighting	Size of Area to be Covered	Grid Spacing
Football	Entire Field	30' x 30'
Soccer	Entire Field	30' x 30'
Baseball	Entire Field	30' x 30'
Softball	Entire Field	20' x 20'
Tennis Courts 1 – 6	Entire Court	20' x 20'
Basketball Courts 2	Entire Court	20' x 20'
Basketball – indoor	Entire Court	10' x 10'
Parking Lot	Entire area (320'x200')	4' x 4'

D. Spill/Glare Equipment

i. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but no limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.

ii. Glare Control: Maximum candela measured at 5' above grade at a distance of 150' should be better than that of a comparable HID design. These values are defined for typical sports fields listed below.*

Typical Field Type	Maximum Candela at 150'
Baseball	≤7,000 candela
Softball	≤7,000 candela
Football	≤7,000 candela
Soccer	≤7,000 candela
Tennis	≤7,000 candela

*If the design of the project requires the pole setback to be greater than 70' from the edge of the field, the candela value at 150' may exceed the value stated in the above chart.

Part 2 – Product

A. Sports Lighting System Construction

i. System Description – Light-Structure System™ shall consist of the following:
   a. Galvanized steel poles and cross-arm assembly. No direct burial steel or inverted base steel poles allowed.
      1. The cross-arm mounting plate shall be attached to the cross-arm assembly at the factory.
   b. Pre-engineered concrete base embedded in concrete backfill. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation is located a minimum of 18 inches above final grade. The concrete for the anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied.
   c. All luminaires shall be constructed with a die cast aluminum housing to protect the luminaire reflector system. If manufacturer cannot provide die cast aluminum housing, external hail shrouds shall be required. Luminaires shall be complete with an external visor. The luminaire and visor should be powder coat painted to match the Electrical Component Enclosure.
   d. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall be touch safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
   e. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (common mode) as recommended by IEEE C62.41.2_2002.
   f. Wire harness complete with an abrasion protection sleeve, strain relief and plug in connections for fast, trouble free installation.
   g. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
   h. Control cabinet to provide remote on-off control and monitoring of the lighting system.
   i. Manufacturer must supply a signed warranty covering the entire system (Light-Structure System™) for 25 years from the date of shipment.

ii. System Description – SportsCluster® System (existing structures) shall consist for the following:
   a. Galvanized cross-arm assembly for attachment to existing structures
      1. The cross-arm mounting plate shall be attached to the cross-arm assembly at the factory
   b. All luminaires shall be constructed with a die cast aluminum housing to protect the luminaire reflector system. If manufacturer cannot provide die cast aluminum housing, external hail shrouds shall be required. Luminaires shall be complete with an external visor. The luminaire and visor should be powder coat painted to match the Electrical Component Enclosure.

c. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall be touch safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
d. Wire harness complete with an abrasion protection sleeve, strain relief and plug in connections for fast, trouble free installation.
e. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
f. Control cabinet to provide remote on-off control and monitoring of the lighting system.
g. Product assurance and warranty program is contingent upon site inspection and compatibility with existing structures.
h. Manufacturer must supply a signed warranty covering the entire system (SportsCluster® System) for 10 years from the date of shipment.

iii. Manufacturing Requirements
a. All components shall be designed and manufactured as a system. All luminaires, wire harness, drivers and other enclosures shall be factory assembled, aimed, wired and tested.

iv. Durability
a. All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

v. Lightning Protection
a. Manufacturer shall supply and equip all structures with lightning protection meeting NFPA 780 standards. Manufacture shall integrate the required grounding electrode into the structure. System shall be UL listed.
b. If grounding is NOT integrated into the structure the Manufacturer shall supply an electrode of not less than 5/8" in diameter and 8' in length, with a minimum of 10' embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than a 75 feet mounting height.

vi. Safety
a. All safety components shall be UL listed for the appropriate application.

vii. Electric Power Requirements for sports lighting equipment
a. Maximum total voltage drop to the disconnect switch located on the poles shall not exceed 3% of rated voltage. Voltage/Phase to be determined for each specific site.

viii. Building Code
   a. The base bid of the lighting system must comply with Florida Building Code Edition 2017, Exposure C, Standard Variation with a wind speed of 130 mph.

ix. Structural Design
   a. The stress analysis and safety factor of the poles shall conform to AASHTO 2013 (LTS-6) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

x. Soil Conditions
   a. The design criteria for these specifications are based on soil design parameters that shall meet or exceed those of a Class 5 material as defined by 2017 FBC, Table 1806.2. It shall be the installing contractor's (or manufacturer's) responsibility to notify the owner of soil conditions other than the design criteria. The owner shall then be responsible and absorb the additional costs associated with:
      1. Engineered foundation embedment design by a registered engineer in the State of Florida
      2. Additional materials and/or services required to achieve alternate foundation
      3. Geotechnical report

xi. Foundation Drawings
   a. Project specific foundation drawings stamped by a registered engineer in the State of Florida. The drawings shall be available to the owner at the time of permit. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

B. Control and Monitoring

i. Instant On/Off Capabilities
   a. System shall provide for instant on/off of luminaires.

ii. Lighting contactor cabinet(s)
   a. Constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design.
   b. Manual off-on-auto selector switches shall be provided

iii. Optional Dimming
   a. System shall provide for "High, Medium, Low" or "High/Low" dimming.
   b. System shall include key activated switches to allow for automated dimming control or manual override.

iv. Remote Lighting Control System
   a. System shall allow owner and users with a security code to schedule on/off system operation via web site, phone, fax or email up to 10 years in advance.
   b. Manufacturer shall provide and maintain two-way TCP/IP communication link.
   c. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

d. The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as a full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.
e. Controller shall accept and store 7 day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during power outage.

v. Remote Monitoring System
a. System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled.
b. The controller shall determine switch position (manual or auto) and contactor status (open or closed).

vi. Management Tools
a. Manufacturer shall provide a web based database and dashboard tool of actual field usage and provide reports by facility and user group.
1. Dashboard shall also show current status of luminaire outages, control operation an service
2. Mobile application will be provided suitable for IOS, Android and Blackberry devices.
b. Hours of Usage
1. Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.
a. Cumulative hours shall be tracked to show the total hours used by the facility.
b. Report hours saved by using early off and push buttons by users.
c. Communication Cost
1. Manufacturer shall include communication cost for the operating of the control and monitoring system for a period of 25 years.

vii. Warranty
a. 25 Year Warranty (Light-Structure System™)
1. Manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment.
2. Warranty shall guarantee specified target light levels.
3. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term.
4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers
b. 10 Year Warranty (SportsCluster® System)
1. Manufacturer shall supply a signed warranty covering the entire system of 10 years from the date of shipment.
2. Warranty shall guarantee specified target light levels.
3. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term
4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers
5. Constant 10™ warranty is contingent upon a site inspection

c. Maintenance
    1. Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for the life of the warranty (date of equipment shipment).
    2. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted.
    3. Owner agrees to check fuses in the event of a luminaire outage.

d. Exclusions
    1. Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to covered products parts or components, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes and lightning).
    2. It is the customer's responsibility to check and change fusing.

e. Manufacturer shall have in place, the personnel, procedures and processes to implement and execute the warranty as detailed in this section of the specification

viii. Inspection and Verification

a. The lighting manufacturer shall guarantee illumination light levels for the life of the warranty.
    1. Field measurements shall be done per IESNA RP-6-15 recommendations.
    2. Failure to achieve the required results will require individual luminaire re-aiming and re-measurements at the expense of the manufacturer.

Part 3 – Installation (pole construction, pole removal and relight)

A. Pole Installation
   i. Provide pricing for labor to install owner furnished poles & fixtures. Price will include unloading of the equipment upon arrival to job site, excavation of holes, assembly of the poles and luminaires, all wiring from the remote electric enclosures to the luminaires, proper grounding, installation of the pre-stressed foundations with concrete backfill, pole erection and aiming. Installation assumes standard soils of 2000 psf with no rock or abnormal collapsing holes.

B. Removal of existing poles or structures
   i. Provide pricing for labor to take down existing poles, structures and fixtures and remove them to a staging area on the job site designated by the owner. Concrete and steel poles will be completely removed. Any pre-engineered concrete base will be cut – foundations will not be removed but cut and jack hammered to a foot below grade. Wood poles may be cut off 2 feet below grade, as long as the stumps are covered back with soil.

C. Installation of fixtures on existing poles
   i. Provide pricing for labor to take down existing fixtures and remove them to a staging area on the job site designated by the owner. The cost will also include labor to install the new fixtures on the existing structure. Installation assumes that the pole structure and wiring will be sufficient to handle the new fixtures. Owner assumes all responsibility of structural integrity of existing poles.

D. Owner and Bidder responsibilities
   i. Owner's responsibilities
      a. Provide total access to the site and poles location for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
      b. Remove any trees, limbs, shrubs, etc. for total access to poles locations.
      c. Survey in pole locations and aiming points (one per field) for sighting in lighting cross arms. Mark home plate, foul lines, and field boundary lines. Final grade elevations will also need to be marked if necessary.
      d. Removal, replacement, and repair of all fencing necessary for construction.
      e. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
      f. Provide area on site for disposal of spoils from foundation excavation.
      g. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Bidder will not responsible for repairs to unmarked utilities.
      h. Pay for any power company fees and requirements, if necessary.
      i. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.) Standard soils are defined as Class 5 soils in the 2017 Edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
      j. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any all fees associated with the water access and usage.
      k. Pay for any and all permitting fees.

ii. Bidder's responsibilities

a. Provide required poles, fixtures, foundations and associated designs.
b. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida
c. Provide layout of poles locations and aiming diagram
d. Provide light test upon completion of works, once owner supplied electrical system is energized.
e. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
f. Provide bonding per the State of Florida requirements.
g. Provide equipment and materials to off load equipment at job site per scheduled delivery.
h. Provide storage containers for material, including electrical enclosures
i. Provide adequate trash containers for cardboard waste and packing debris.
j. Provide adequate security to protect delivered products from theft, vandalism and damage during installation.
k. Obtain any and all required permits. Costs to be paid by Owner.
l. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.
m. Provide materials and equipment to install Musco's Light-Structure System™ foundations as specified on layout.
n. Remove augured spoils to owner designated location at job site.
o. Provide materials and equipment to assemble and install Musco's TLC for LED™ fixtures and terminate all necessary wiring.
p. Provide equipment and materials to assemble and erect Musco's Light-Structure System™ poles.

Part 4 – Electrical Supply labor/equipment

A. Electrical Services

i. All services are to be quoted at 277/480 volt three phase. Base all service feeders on a length of 150 feet at burial depth of 36" with no obstructions in the path. Provide lump sum costs for equipment and labor to install each of the following four options.

a. Option A

1. 200 amp three phase meter can
2. 200 amp main circuit breaker N3R 42 circuit panel with 8 three pole 30 amp breakers
3. Service feeders. (4) 3/0 conductors in a 2 1/2" raceway. 150'
4. Build service rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
5. Pull necessary permits

b. Option B

1. 400 amp three phase meter can
2. 400 amp main circuit breaker N3R 42 circuit panel with 8 three pole 60 amp breakers
3. Service feeders. (4) 500 mcm conductors in a 4" raceway. 150'
4. Build service rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
5. Pull necessary permits

c. Option C

1. 600 amp three phase meter can
2. 600 amp main circuit breaker N3R 42 circuit panel with 12 three pole 60 amp breakers
3. Service feeders. (2) 4" raceways with (4) 300 MCM conductors in a 4" raceway. 150'
4. Build service rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
5. Pull necessary permits

d. Option C

1. 800 amp three phase CT enclosure
2. 800 amp three phase CT meter can
3. 800 amp main circuit breaker N3R 42 circuit panel with 12 three pole 80 amp breakers
4. Service feeders (2) 4" raceways with (4) 500 mcm conductors in each raceway. 150'
5. Build service rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, CT enclosure, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
6. Grounding per NEC and local building codes
7. Pull necessary permits

ii. Conduit, pull boxes and conductors

a. Provide equipment and labor to install conduit, pull boxes and conductors. All installations are to be in PVC schedule 40 pipe at a burial depth of 36" with twin conductors.

iii. Lightning protection

a. Surge Arrestors: UL labeled and rated for 277/480 V, 3 phase, 4 wire, as manufactured by Erico (TDX-50) or equal and shall be attached to the bottom of the remote electrical enclosure and/or on line side of main electrical panel.

C. Forms

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA	CONTACT NAME: PHONE (A/C. No. Ext): (402) 697-1400 FAX (A/C. No.): (402) 697-0017 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Sentry Insurance A Mutual Company	24988
INSURER B:	Sentry Casualty Company	28460
INSURER C:	Travelers Property Cas Co of America	25674
INSURER D:	Nautilus Insurance Company	17370
INSURER E:		
INSURER F:		

INSURED
Musco Sports Lighting, LLC
c/o Musco Corporation
100 1st Ave W
Oskaloosa IA 52577 USA

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570075125463 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [X] OTHER:			901687704	07/01/2018	07/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] X HIRED AUTOS ONLY SCHEDULED AUTOS [ ] X NON-OWNED AUTOS ONLY			901687703	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $10,000			ZUP61M9917718NF	07/01/2018	07/01/2019	EACH OCCURRENCE AGGREGATE	$25,000,000 $25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			901687701	07/01/2018	07/01/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Archit&Eng Prof			PCADN50044250718 SIR applies per policy terms & conditions	07/01/2018	07/01/2019	Archi&Eng Prof SIR/Deductible Aggregate	$5,000,000 $250,000 $5,000,000

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

RE: RFP # 18/19-2, Various Equipment and Amenities for Parks and Playgrounds.
The Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida and all public agencies of Clay County, as their interests may appear are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

Certificate No : 570075125463

CERTIFICATE HOLDER

Clay County Purchasing Division
P.O. Box 1366
Green Cove Springs FL 32043-1366 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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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification

FLESNER, MARK J

MUSCO SPORTS LIGHTING, LLC.
1601 9TH AVENUE EAST
OSKALOOSA IA 52577

LICENSE NUMBER: ECA000891

EXPIRATION DATE: AUGUST 31, 2020

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.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783
(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ECA000891 ISSUED: 07/03/2018
ELECTRICAL CONTRACTOR
FLESNER, MARK J
MUSCO SPORTS LIGHTING, LLC.

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

State of Florida
Department of State

I certify from the records of this office that MUSCO SPORTS LIGHTING, LLC is an Iowa limited liability company authorized to transact business in the State of Florida, qualified on February 6, 2001.

The document number of this limited liability company is M01000000298.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on April 11, 2018, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of February, 2019

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 3388524494CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Musco Corporation

2 Business name/disregarded entity name, if different from above
Musco Sports Lighting, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
100 1st Ave West; PO Box 808

Requester's name and address (optional)

6 City, state, and ZIP code
Oskaloosa IA 52577

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

FEIN for item 2 is 42-1511754

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
4	2	-	1	1	0	7	4	5	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Debra K. Blunt Date ▶ 11-13-2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

D. Florida References

Florida References

City of Fernandina Beach
Jason Brown – Parks & Recreation Supervisor
Phone: 904-753-0394
Email: jbrown@fbfl.org

Florida State University
Bernie Waxman – Athletic Director
Phone: 850-644-9940
Email: bwaxman@fsu.edu

RR Simmons
Brent Kitchiner – Vice President
Phone: 813-632-1200
Email: brentkitchiner@rrsimmons.com

City of Cooper City
Tim Fleming – Public Works Superintendent
Phone: 954-434-2300
Email: tfleming@coopercityfl.org

City of Sunrise
Steve Kane – Director
Phone: 954-747-4633
Email: skane@sunrisefl.gov

St Lucie County
Ed Matthews - Director
Phone: 772-462-1521
Email: matthewse@stlucieco.org

Project Installations: **Florida***

Baseball

Davis Park
Ponte Vedra Beach, Florida

Deltona Manny Rodriguez Ballfield LED
Deltona, Florida

ESPN Wide World of Sports Complex
Spring training home of the Atlanta Braves
Osceola County, Florida

FIT Baseball and Soccer
Melbourne, Florida

Florida International University** LED
Miami, Florida

Hammond Stadium
Spring training home of the
Minnesota Twins
Ft. Myers, Florida

Jet Blue Stadium
Spring training home of the
Boston Red Socks
Ft. Myers, Florida

Joker Marchant Stadium
Spring training home of the Detroit Tigers
Lakeland, Florida

McKechnie Field
Spring training home of the
Pittsburgh Pirates
Bradenton, Florida

Roger Dean Stadium
Spring training home of the
St. Louis Cardinals & Miami Marlins
Jupiter, Florida

Virginia Gardens Park LED
Virginia Gardens, Florida

Softball

Historic Dodger Town Softball
Vero Beach, Florida

LSCC Softball Complex
Clermont, Florida

Soldiers Creek Park LED
Longwood, Florida

17th Street Park Softball
Sarasota, Florida

555 Softball Complex
Bartow, Florida

Soccer

Austin Tindell Park
Osceola, Florida

Countess De Hoernle Park Soccer
Boca Raton, Florida

Fernandina Beach Soccer** LED
Fernandina, Florida

Lake Myrtle Park Soccer
Auburndale, Florida

Lakewood Ranch LED
Bradenton, Florida

Wellfield Park LED
Venice, Florida

Multi-Facilities

Brevard County Parks
Brevard County, Florida

Brian Piccolo Park
Broward County, Florida

Broward County Public Schools
Broward County, Florida

City of Key West Parks
Key West, Florida

City of Miramar Parks
Miramar, Florida

City of Pembroke Pines Parks
Pembroke Pines, Florida

City of Wellington Parks
Wellington, Florida

City of Weston Parks
Weston, Florida

Collier County Parks
Collier County, Florida

Florida Atlantic University
Boca Raton, Florida

Florida State University
Tallahassee, Florida

Forest High School
Ocala, Florida

Indian River County Parks
Indian River County, Florida

Jupiter Community Parks
Jupiter, Florida

Loyce E. Harpe Park
Bartow, Florida

Martin County Parks
Martin County, Florida

Miami Dade County Parks
Miami Dade County, Florida

Pasco County Parks
Pasco County, Florida

Patch Reef Park
Boca Raton, Florida

Seminole County Sports Complex LED
Baseball / Softball / Batting Cages
Sanford, Florida, USA

Southwest Escambia Sports Complex
Pensacola, Florida

University of Florida
Gainesville, Florida

Viera Regional Park
Viera, Florida

Whispering Pines Park
Port St. Lucie, Florida

Tennis

Kennedy Community Park LED
Plantation, Florida

Shenandoah Park LED
Davie, Florida

Motor Sports

Daytona International Speedway
2.5-mile Superspeedway
Daytona Beach, Florida

Homestead Miami Speedway
1.5-mile Speedway
Miami, Florida

Professional / Inter-Collegiate

Alfred A. McKethan Stadium
University of Florida
Gainesville, Florida

Ben Hill Griffin Stadium
University of Florida
Gainesville, Florida

Bright House Networks Stadium
University of Central Florida
Orlando, Florida

Doak Campbell Stadium
Florida State University
Tallahassee, Florida

Ed Smith Stadium MiLB
Sarasota, Florida

FIU Stadium
Florida International University
Miami, Florida

Florida Citrus Bowl Stadium
Orlando, Florida

Florida Gulf Coast University Alico Arena LED
Fort Myers, Florida

Florida Gulf Coast University
Baseball, Soccer and Softball
Fort Myers, Florida

Miami Marlins Stadium
Home of the Miami Marlins
Miami, Florida

Raymond James Stadium
Home of the Tampa Bay Buccaneers
Tampa Bay, Florida

Stephen C. O'Connell Center [1]
University of Florida
Gainesville, Florida

University of Central Florida
Football and Softball
Orlando, Florida

University of Florida Indoor Practice Facility LED
Gainesville, Florida

University of South Florida
Baseball, Soccer and Softball
Tampa, Florida

University of Tampa Lacrosse and Softball Field
Tampa, Florida

*Partial Listing

Musco Sports Lighting, LLC 2005, 2017 • M-1452-enUS-7

E. Musco Florida Key Contacts

Musco Sports Lighting, LLC

Corporate Office
100 1st Ave West
PO Box 808
Oskaloosa, Iowa 52577
Phone 800-825-6030

Manufacturing
2107 Stewart Road
Muscatine, Iowa 52761
Phone 800-756-1205

Federal Tax ID# 42-1511754

State of Florida Sales Tax ID# 78-8012353064-9

State of Florida Contractors License # ECA000891

Musco Sports Lighting, LLC Florida key contacts:

Following are the key contacts in the Musco organization that can be reached by calling the Musco offices at 1-800-825-6030. Musco's web site, www.musco.com, provides users the ability to locate their state's Musco Sales Representative with their contact information. All are qualified in ensuring the appropriate person(s) from Musco are involved in consulting, estimating, supervising, and managing.

Sales:
Southeast Regional Sales Manager: Mike Limpach (34 years with Musco)
Phone: 336-210-0757
Fax: 800-374-6402
Email: Mike.Limpach@musco.com

Florida Sales Representative: Danny Sheldon (18 years with Musco)
Phone: 352-665-0578
Fax: 800-374-6402
Email: Danny.Sheldon@musco.com

Florida Sales Representative: Bob DeCouto (19 years with Musco)
Phone: 407-421-5660
Fax: 800-374-6402
Email: Bob.DeCouto@musco.com

Florida Sales Representative: Jason Frucht (12 years with Musco)
Phone: 954-732-5678
Fax: 800-374-6402
Email: Jason.Frucht@musco.com

Florida Sales Representative: Tim Imhoff (29 years with Musco)
Phone: 954-629-8446
Fax: 800-374-6402
Email: Tim.Imhoff@musco.com

Florida Project Planning Specialist: Kalob Gist (1 year with Musco)
Phone: 800-825-6030
Fax: 866-930-6190
Email: Kalob.Gist@musco.com

Warranty:
Warranty Manager: Jason Thomes (12 years with Musco)
Phone: 877-347-3319
Fax: 888-397-8736
Email: warranty@musco.com

Maintenance:
Director of Services: Gary Gordon (25 years with Musco)
Phone: 800-825-6030
Fax: 888-397-8736
Email: warranty@musco.com

Other Support Services:
Control-Link Manager: Mike Mason (23 years with Musco)
Phone: 877-347-3319
Fax: 888-397-8736
Email: schedule@musco.com
Web site: www.control-link.com

Contract Administration:
Lead Development Manager: Ryan Tighe (14 years with Musco)
Phone: 800-825-6030
Fax: 641-672-1996
Email: Musco.Contracts@musco.com

Funding Resources Specialist: Amanda Hudnut (19 years with Musco)
Phone: 800-825-6030
Fax: 641-672-1996
Email: Musco.Contracts@musco.com

In-House Resources:
Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.



RECEIVED
PURCHASING DIVISION

2019 MAR 14 AM 11:50

CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: 18/19-I
Company Name: MUSCO Lighting

KYLE PINEGAR
(641) 673-0411
MUSCO LIGHTING
200 FIRST AVE WEST
OSKALOOSA IA 52577-3246

4 LBS

1 CF 1

DWT: 18,13,3

SHIP TO:
CALY COUNTY ADMINISTRATIVE BUILDING
(904) 278-3761
RECEPTION AREA
FOURTH FLOOR
477 HOUSTON STREET
GREEN COVE SPRINGS FL 32043

FL 322 8-20

UPS NEXT DAY AIR 1

TRACKING #: 1Z 540 121 01 4460 2303

BILLING: P/P

BILL REFERENCE: 3000-55800-000
SHIP DATE: 3-13-19

WS 21.0.23 Zebra ZP 450 09.0A 01/2019

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.
RRD RF2 0219

Quote

Date: September 1, 2023
To: City of Cocoa

Project: Provost Park Improvements
Cocoa, FL

Quotation Price – Materials Delivered to Job Site and Installation

- ***Multipurpose Field – 360' x 195'..... $321,797.00***

All purchase orders should note the following:
Clay County RFP 18/19-2
Sales tax and permitting fees are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Section I, A) , 30FC 2:1 uniformity	1	$166,000.00	$166,000.00
(Section II, A) Windspeed adder, 20% of Materials cost	1	$33,200.00	$33,200.00
(Section III, A) Pole installation	4	$5,300.00	$21,200.00
(Section III J) Site Inspection	1	$2,500.00	$2,500.00
(Section IV A) 200 Amp Service	1	$12,650.00	$12,650.00
(Section IV B1) Wiring from Panel to Contactors	8	$100.00	$800.00
(Section IV B2) Wiring from Contactor to Poles	1,200'	$40/ft	$48,000.00
(Section IV B4) Pull Boxes	4	$600	$2,400.00
(Section IV C b) Installation of Contactor Cabinet	1	$8,650.00	$8,650.00
(Section IV D 1) Lightning Protection Surge Arrestor – protection at remote electrical enclosure	4	$1,200.00	$4,800.00
(Section IV D2) Lightning protection on line side	1	$9,900.00	$9,900.00
(Section V B) Foundation design based on assumed soils	1	$1,350.00	$1,350.00
(Section V D) Bonding	1	$6,436.00	$6,436.00
(Section V E) Site Survey	1	$3,300.00	$3,300.00
(Section V F) Project Management	1	$6,000.00	$6,000.00
Total			$327,186.00
Deduct / Design Parameters / Labor			($5,389.00)
Total			$321,797.00

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 Footcandles and uniformity of 2.5:1.0

System Description

- Factory aimed and assembled luminaries, including BallTracker® luminaires
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures

- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 240 Volt, 1 phase electrical system requirement.
- Structural code and wind speed = 2020 FBC, 150 mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- **Permitting costs are not included.**
- Owner is providing and installing 2" conduit from the power source to each pole.
- Source of power must be withing 100' of the field.
- Pricing is valid until 12/31/2023.
  Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Sales Representative
Musco Sports Lighting, LLC
Phone: 954-629-8446
E-mail: tim.imhoff@musco.com

RESOLUTION NO. 2023-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

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

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

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 24th day of October 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-019-A

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

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 321,797	001-0000-389.99-50	AFBP21	Fund Balance (ERP)	$ 0	$ 0	$ 321,797	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 321,797	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 321,797	001-3580-519.63-07	PWFBPP	Infrustructure - ITB	$ 0	$ 0	$ 321,797	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 321,797	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

At the Budget Workshop 8-22-23 City Council Approved the use of Assigned Fund Balance (ERP) to fund the park overages for Provost Park Project. This BAF will be funding the lighting portion of the project. Agenda 23-530

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/24/23 RESOLUTION #: 2023-118

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

Dave Radford Digitally signed by Dave Radford Date: 2023.10.18 10:24:04 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.10.17 09:00:17 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Lora Howell Digitally signed by Lora Howell Date: 2023.10.18 10:22:48 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.17 08:54:58 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	23-646	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/9/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	

Title: Approve Participation in a Multi-Year Piggy-Back Agreement with V.A. Paving, Inc. for Paving Services & Asphaltic Concrete Utilizing Brevard County's Bid B-6-23-70, Effective October 3,2023 through August 31, 2024 with renewals for four (4) each, one (1) year terms. Approve a Resolution Amending the Budget, BAF 23-015-A, through the use of Assigned Fund Balance AFBP22. Authorize the City Manager to Approve a Task Order/Purchase Order to V.A. Paving, Inc. utilizing this piggy-back contract to resurface various streets within the City Limits in the amount of $923,204. Approve a Contingency Resolution Authorizing the City Manager to issue Change Order(s) not to exceed $26,796. Authorize the City Manager to execute renewals. (Interim Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Construction Contingency Resolution.pdf
FULLY EXECUTED Standard Form for Piggyback Contract No. B-6-23-70 Paving Services & Asphaltic
Bid_Tabulation.pdf
Notice_of_Award.pdf
SIGNED E-Verify Affidavit.pdf
VA Paving Submittal B-6-23-70.pdf
100323 - VA Paving - FY24 - $479,221.73.pdf
101023 - VA Paving - FY23 - $443,982.24.pdf
Budget Resolution FY 2024- ADA Compliant.pdf
BAF 24-015-A-PW-AFBP22 Paving (10-24-23) Agenda 646.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 9, 2023
Agenda Date: October 24, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Abigail Morgan, P.E. Interim Public Works Director/City Engineer
Requested Action:
Approve Participation in a Multi-Year Piggy-Back Agreement with V.A. Paving, Inc. for Paving Services & Asphaltic Concrete Utilizing Brevard County's Bid B-6-23-70, Effective October 3,2023 through August 31, 2024 with renewals for four (4) each, one (1) year terms. Approve a Resolution Amending the Budget, BAF 23-015-A, through the use of Assigned Fund Balance AFBP22. Authorize the City Manager to Approve a Task Order/Purchase Order to V.A. Paving, Inc. utilizing this piggy-back contract to resurface various streets within the City Limits in the amount of $923,204. Approve a Contingency Resolution Authorizing the City Manager to issue Change Order(s) not to exceed $26,796. Authorize the City Manager to execute renewals.

BACKGROUND:

The Public Works Department has an annual repaving program to address roads that are in failing or poor condition. In 2015, the city completed an entire analysis of the road and sidewalk network. The analysis included the evaluation of the pavement condition, roadway structural condition, and sidewalk trip hazards. The study is updated annually by Staff evaluation, work orders, and GIS and serves as a guiding program to address the City's needs. While the roadway conditions are scored through an industry-standard degradation schedule, staff also performs on-site analysis to ensure resources are allocated in the best manner.

In fiscal year 2023 additional funding was provided towards the annual repaving program. On May 23, 2023, City Council approved this funding be used to resurface a list of streets throughout the city. On July 11, 2023, Council approved a purchase order (PO) with V.A. Paving Inc. in the amount of $445,918.05, plus a contingency of $4,081.95 for a total of $450,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022 through August 21, 2023. Unfortunately, the city and the contractor could not coordinate the work before the contract expiration date. Staff is requesting Council approve a new PO with V. A. Paving using the new agreement.

Staff has updated the previous paving Fiscal Year 2023 request using the new piggy-back contract pricing on one proposal for $443,982. The new Fiscal Year 2024 paving request is included in a second proposal for $479,222.

STRATEGIC PLAN CONNECTION:

Road repair and maintenance are essential in order to:

- Preserve the road in its originally constructed condition
- Protect adjacent resources and user safety
- Provide efficient, convenient travel along the route.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Current Year

FY2023 Budget re-allocated from Assigned Fund Balance (AFBP22) to the current FY2024 budget - BAF#23-015-A

Milling & Paving of Streets

Amount Requested	$450,000
Account Number	001-0000-389.99-50 AFBP22
Account Name	Assigned Fund Balance

Milling & Paving of Streets

Amount Requested	$450,0000
Account Number	_001-3510-541.63-00 AFBP22

powered by Legistar™

Account Name _Infrastructure

FY24 Budgeted Annual Street Paving - ($200,000 funded with Revenue)
Milling & Paving of Streets
Amount Requested $500,000
Account Number _001-3510-541.63-00 PW08SP
Account Name _Infrastructure

For a total of $950,000 for FY24 Street Paving

Contingency of $26,796 will be available, but not included in the original purchase order. Total cost not to exceed $950,000.

PREVIOUS ACTION:

On May 23, 2023, City Council approved this funding be used to resurface various streets throughout the city. On July 11, 2023, Council approved a purchase order (PO) with V.A. Paving Inc. in the amount of $445,918.05, plus a contingency of $4,081.95 for a total of $450,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022 through August 21, 2023. However, since the agreement expired August 2023 the PO was never issued in FY23 for this $450,000.

RECOMMENDED MOTION:

Approve Participation in a Multi-Year Piggy-Back Agreement with V.A. Paving, Inc. for Paving Services & Asphaltic Concrete Utilizing Brevard County's Bid B-6-23-70, Effective October 3,2023 through August 31, 2024 with renewals for four (4) each, one (1) year terms. Approve a Resolution Amending the Budget, BAF 23-015-A, through the use of Assigned Fund Balance AFBP22. Authorize the City Manager to Approve a Task Order/Purchase Order to V.A. Paving, Inc. utilizing this piggy-back contract to resurface various streets within the City Limits in the amount of $923,204. Approve a Contingency Resolution Authorizing the City Manager to issue Change Order(s) not to exceed $26,796. Authorize the City Manager to execute renewals.

RESOLUTION NO. 2023-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE CONTRACT FOR PAVING SERVICES & ASPHALTIC CONCRETE FOR RESURFACING VARIOUS CITY STREETS IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF $26,796 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract, provided the total amount of approved change orders do not cause the Resurfacing of Various City Streets to exceed the total $950,000 budgeted by the City Council for this project inclusive of the $26,796 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on October 24, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with V.A. Paving, Inc, 2955 Lake Dr., Cocoa, FL 32926 (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 Brevard County Purchasing Services, - FL said contract being identified as: Paving Services & Asphaltic Concrete, Contract No. B-6-23-70. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Paving Services & Asphaltic Concrete, (see Exhibit "A" – original contract).

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

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

2.1. 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 V.A. Paving, Inc. The term of said agreement shall be for the period effective date of the City Manager signature through 08/31/2024, with renewal options of (4) additional one-year periods.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

2.2. E-Verify:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

2.3. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.4. Venue:

Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.5. Dispute Resolution:

Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.6. Notice:

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

For Vendor	**For City**
V.A. Paving Inc. Attn: Debra Mallard, President 2955 Lake Dr. Cocoa, FL 32926 Phone: 321-636-2565 Email: debra.mallard@vapaving.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor. ,

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

V.A. Paving Inc.

Entered this 28 day of Sept.

Debra Mallard, President

(Print Name / Title)

(Signature)

September 28, 2023

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

X No (Approved by City Manager)

CITY OF COCOA

By: _____

Date: 10/3/2023

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: N/A

Date: _____

(Michael C. Blake, Mayor)

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

_____

Attested By: City Clerk

SEAL

Bid Title: Paving Services & Asphaltic Concrete
Bid No: B-6-23-70
Opening Date & Time: August 17, 2023 10:00 AM
Posting Date: August 22, 2023 Through: August 29, 2023 @ 5:00 PM Posted By: James Norris

BID TABULATION

CONCRETE ASPHALTIC BID # B-6-23-70			Contractor		
DESCRIPTION		UNIT	Goodson Paving	Prefered Materials, Inc	V.A. Paving
SUPERPAVE					
SP-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 121.50	$ 157.95	$ 113.22
SP-9.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	TON	$ 138.00	$ 216.05	$ 139.17
SP-9.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	TON	$ 165.00	$ 263.10	$ 215.00
SP-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 124.75	$ 152.10	$ 109.45
SP-12.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	TON	$ 140.00	$ 210.15	$ 135.17
SP-12.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	TON	$ 165.00	$ 259.75	$ 215.00
SPEED HUMPS SP-9.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 715.00	$ 1,200.00	$ 650.00
< 25 TN PATCHING SP-9.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 550.00	$ 1,446.00	$ 605.00
25-50 TN PATCHING SP 9.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 425.00	$ 920.25	$ 385.00
HOT ASPHALT SP-9.5	FOB	TON	NO BID	$ 102.05	$ 87.00
HOT ASPHALT SP-12.5	FOB	TON	NO BID	$ 102.05	$ 83.00

FRICTION COURSE						
FC-5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 210.00	$ 300.35	$ 244.40
FC-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 161.00	$ 192.90	$ 137.22
FC-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 159.00	$ 174.15	$ 134.87
< 25 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 615.00	$ 1,445.00	$ 635.00
25-50 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 565.00	$ 917.00	$ 415.00
HOT ASPHALT FC-12.5	FOB	TON	NO BID	$ 124.00	$ 110.00
* The Vendor Delivered, Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.					
MISCELLANEOUS					
COST FOR MILLING & CLEANUP	SY 0 - 2,500 SY	SY	$ 7.90	$ 6.55	$ 5.00
	SY 2,501 - 5,000 SY	SY	$ 3.60	$ 4.45	$ 3.00
	SY 5,001 - 15,000 SY	SY	$ 2.70	$ 3.10	$ 2.75
	SY 15,001 + SY	SY	$ 2.45	$ 3.10	$ 2.50
ARAMID FIBER	PER ATTACHED SPECIFICATIONS	TON	$ 20.00	$ 19.20	$ 10.00
TACK	FOB	GAL	$ 10.25	$ 23.50	$ 15.00
PRIME	VENDOR DELIVERED, VENDOR PLACED	SY	$ 0.85	$ 2.00	$ 1.00
PRIME AND SAND	VENDOR DELIVERED, VENDOR PLACED	SY	$ 1.05	$ 2.00	$ 2.00
ASHPALT MILLINGS	FOB	TON	NO BID	$ 110.00	$ 75.00
NON-STANDARD HOURS WORK PER TON			$ 18.00	$ 16.50	$ 10.00

Intended Award: All Items will awarded to Goodson Paving, Inc. Preferred Materials, Inc and V.A. Paving

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval _____SC_____

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD

DATE: August 31, 2023

B-6-23-70 Paving Services & Asphaltic Concrete

PROCUREMENT ANALYST: James Norris

VENDOR	VENDOR CITY AND STATE	ITEMS AWARDED	AWARD AMOUNT
Goodson Paving	Cocoa, FL	**Per Attached Tabulation**	**12,000,000 Annually (Estimate only)**
Preferred Materials, Inc	Kissimmee, FL	**Per Attached Tabulation**	
V.A. Paving, Inc.	Cocoa, FL	**Per Attached Tabulation**	
Pavement Technology, Inc	Westlake, OH	NONE	NO BID

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Kathy Wall, Central Services Director

---

AWARDED BY A COMMITTEE CONSISTING OF:

FOR PURCHASING USE ONLY:

☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: August 31, 2023 ENDING DATE: August 30, 2024
RENEWAL OPTION ☐ One year ☒ four (4) additional one-year periods

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance listing Brevard County as additional insured
☐ Please provide performance and payment bonds as required.
☒ IRS W-9 (2018 Version)

Bid Title: Paving Services & Asphaltic Concrete
Bid No: B-6-23-70
Opening Date & Time: August 17, 2023 10:00 AM
Posting Date: August 22, 2023 Through: August 29, 2023 @ 5:00 PM Posted By: James Norris

BID TABULATION

ASPHALTIC CONCRETE		BID # B-6-23-70	Contractor		
DESCRIPTION		UNIT	Goodson Paving	Prefered Materials, Inc	V.A. Paving
SUPERPAVE					
SP-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 121.50	$ 157.95	$ 113.22
SP-9.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	TON	$ 138.00	$ 216.05	$ 139.17
SP-9.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	TON	$ 165.00	$ 263.10	$ 215.00
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SP-12.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	TON	$ 140.00	$ 210.15	$ 135.17
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SPEED HUMPS SP-9.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 715.00	$ 1,200.00	$ 650.00
< 25 TN PATCHING SP-9.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 550.00	$ 1,446.00	$ 605.00
25-50 TN PATCHING SP 9.5	VENDOR DELIVERED, VENDOR PLACED	TON	$ 425.00	$ 920.25	$ 385.00
HOT ASPHALT SP-9.5	FOB	TON	NO BID	$ 102.05	$ 87.00
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FRICTION COURSE					
FC-5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 210.00	$ 300.35	$ 244.40
FC-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 161.00	$ 192.90	$ 137.22
FC-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	$ 159.00	$ 174.15	$ 134.87
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* The Vendor Delivered, Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.					
MISCELLANEOUS					
COST FOR MILLING & CLEANUP	SY 0 - 2,500 SY	SY	$ 7.90	$ 6.55	$ 5.00
	SY 2,501 - 5,000 SY	SY	$ 3.60	$ 4.45	$ 3.00
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	SY 15,001 + SY	SY	$ 2.45	$ 3.10	$ 2.50
ARAMID FIBER	PER ATTACHED SPECIFICATIONS	TON	$ 20.00	$ 19.20	$ 10.00
TACK	FOB	GAL	$ 10.25	$ 23.50	$ 15.00
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PRIME AND SAND	VENDOR DELIVERED, VENDOR PLACED	SY	$ 1.05	$ 2.00	$ 2.00
ASHPALT MILLINGS	FOB	TON	NO BID	$ 110.00	$ 75.00
NON-STANDARD HOURS WORK PER TON			$ 18.00	$ 16.50	$ 10.00

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that V.A. Paving, 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 V.A. Paving, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Debra Mallard

Print Name: Debra Mallard

Date: 10/5/23

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10/5/23 (date) by Debra Mallard (name of officer or agent, title of officer or agent) of V.A. Paving, Inc. (name of corporation acknowledging) , a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Joni E H Bohne

[Notary Seal] Notary Public

Joni E H Bohne

Name typed, printed or stamped

My Commission Expires: 7/24/25

JONI E. H. BOHNE
Commission # HH 108783
Expires July 24, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
V.A. Paving, Inc.

Doing Business As (DBA) Name

Company ID
386216

Enrollment Date
Jan 19, 2011

Employer Identification Number (EIN)
592147362

Unique Entity Identifier (UEI)

DUNS Number
063896807

Total Number of Employees
20 to 99

NAICS Code
237

Sector
Construction

Subsector
Heavy and Civil Engineering Construction

Edit Company Information

Employer Category

Employer Category
Federal Contractor with FAR E-Verify Clause

Edit Employer Category

Company Addresses

Physical Address

2955 Lake Drive
Cocoa, FL 32926

Mailing Address

P.O. Box 1046
Cocoa, FL 32923

Edit Company Addresses

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

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: James Norris (321) 617-7390 Ext. 5-9332

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: myvendorlink.com

RELEASE DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
July 27, 2023	Paving Services and Asphaltic Concrete	B-6-23-70	August 17, 2023 @10:00 am

PRE-BID DATE, TIME, AND LOCATION:
NONE SCHEDULED

☐ Mandatory
☐ Non-Mandatory

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
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 the information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Debra Mallard
NAME (*PRINTED*)

President — TITLE
08/17/2023 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 17 day of August 2023.
Personally known: ☒
Or produced identification: ☐ Type of ID: _____

_____ FL
SIGNATURE OF NOTARY PUBLIC — STATE

Joni E H Bohne
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires 7/24/25

(AFFIX SEAL or STAMP)

JONI E. H. BOHNE
Commission # HH 108783
Expires July 24, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

BOND DATA

CONTRACTOR MUST PROVIDE: — **AMOUNT:**

Yes ☐ No ☒ BID BOND _____
Yes ☐ No ☒ PERFORMANCE BOND _____
Yes ☐ No ☒ LABOR, MATERIAL, PERFORMANCE BOND _____

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. CONTRACTOR - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   c. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   d. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   e. QUALIFIED CONTRACTOR - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.

   f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   g. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to VendorLink website.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 2 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids

and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, Contractors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor,

supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

    For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

    The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

    As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractors performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.74, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

    Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Chapter 119 , Fla. Stat.

    Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this

State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

    a. **POSTING OF AWARD NOTICES**

    FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the VendorLink website. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

    b. **PROCEEDINGS**

    Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

    The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

    Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may attend. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

    In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

    c. **STAY OF PROCUREMENTS DURING PROTESTS**

    Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the County.

59. Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or

indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

60. Pursuant to Florida Statutes § 287.05701, the County shall not consider, give preference based upon, or request documentation regarding a vendor's social, political, or ideological interests when determining the vendor's qualifications.

Paving Services Asphaltic Concrete
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CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in the rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- [x] Signed/Notarized Bid Invitation, including Electronic Copy on USB Flash Drive
- [x] Confirmation of Drug-Free Workplace Form
- [x] Non-Collusion Affidavit of Prime Bidder
- [x] Public Entity Crime
- [x] Contractor Affidavit Regarding Scrutinized Company List
- [x] Foreign Influence on Contracts or Grants
- [x] Reference Form with a minimum of three (3) / maximum of five (5) references listed.
- [x] Attachment A - FEMA Contract Provisions
- [x] Attachment B - BYRD Anti-Lobbying Amendment Certification
- [x] Attachment C - Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Paving Services& Asphaltic Concrete
B-6-23-70
SPECIAL CONDITIONS

1. **PURPOSE**

Brevard County Purchasing Services, on behalf of the Public Works Department/Road and Bridge, is soliciting bids for supplier(s) to furnish all labor, materials, tools, equipment, and trucking to perform all work and services to provide Paving Services & Asphaltic Concrete

Award

Award will be based on line item pricing to reflect the best interest of the County. The County intends to award to multiple contractors. The County will assign work on a project-by-project basis.

2. **CONTRACT PERIOD**

The terms of this agreement shall be effective for one (1) year, with the option to renew by mutual agreement of both parties, for four (4) additional one (1) year periods with the opportunity to negotiate pricing, terms, and conditions. Brevard County will notify the Contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew.

Any mutually agreed adjustments to the pricing, terms, or conditions will take effect upon the renewal date. Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI).

Line Items listed on the Florida Department of Transportation (FDOT) Asphaltic Index will be adjusted (both increases and decreases) by the Bituminous Index rate. A price adjustment will be made only when the current Florida Department of Transportation (FDOT) Asphalt Price Index varies more than 5% from the Bituminous Material index that was applicable when bids were received. Any price adjustments will be approved by the Purchasing Manager and the Public Works Department.

3. **DELIVERY**

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

4. **INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this bid, contact James Norris, Purchasing Services at 321-617-7390 X 59332 or by email at james.norris@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to

the attention of James Norris at james.norris@brevardfl.gov. To be given consideration, such requests must be received in writing no later than **Thursday August 10, 2023 by close of business at 5:00 pm.**

5. **RECEIVING OF BIDS**

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than Thursday August 17, 2023 at 10:00 am**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

Electronic bid filing is now available on VendorLink at www.myvendorlink.com . Electronic bidding is preferred; however hard copy bids will still be received.

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on USB flash drive. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

Note* Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered**, a bid must be accepted in Purchasing Services no later than the ITB closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

6. **PRE-BID/WALK THROUGH**

A pre-bid meeting will not be held for this Invitation to Bid.

7. **BID SUBMITTAL PACKAGE REQUIREMENTS**

Vendor shall list the following details on the outside of their bid submittal package:

- Company Name and Address
- Bid Number and Bid Title

8. **CONE OF SILENCE**

Descriptive term for the prohibition in solicitations instructing vendors that once a need is advertised, the vendor is only permitted to communicate with the County's designated representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation, shall refrain from discussing the public procurement while the competition is in progress. The vendors are asked by the terms of the solicitation to refrain from contacting Commissioners, County Officers, employees, or agents regarding the pending solicitation until after the Notice of Award is posted. The Cone of Silence does not apply to the County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Conference or at a Public Meeting.

9. **E-VERIFY**

Pursuant to State of Florida Executive Order No. 11-116, all contactors/vendors are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the contractor/vendor prior to issuance of a PO or contract with Brevard County - https://www.e-verify.gov/employers/enrolling-in-e-verify.

Paving Services & Asphaltic Concrete
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SCOPE OF SERVICES

1. The Scope of Services consists of paving services and the purchase of asphaltic concrete. The services shall include all materials, preparation, (including cleaning of all areas of work), mixing, tools, labor, supervision, equipment, fuel, travel, incidentals, and other related items necessary to complete the work in accordance with the Scope of Services.

2. The Contractor will coordinate a work schedule with the authorized representative of the Public Works Department/Road and Bridge to ensure the availability of the work area so as not to delay the execution of the project, to maintain traffic flow, and to minimize activities that might be detrimental to the work in progress.

3. If the Contractor fails to properly perform the conditions of the bid, in the sole opinion of the County, the County will communicate to the Contractor, in writing, the problem(s) that exist. If the problem(s) persist or reoccur, the County reserves the right to terminate the bid.

4. All material supplied under this bid must meet the requirements of Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, FY 2023-24 (current edition) and as updated by FDOT during the term of the bid.

5. Standard hours/non-standard hours: All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified rate. If requested by the County to work "non-standard hours" the County will pay an additional non-standard rate per ton.

6. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one-ton minimum) must be available within 72 hours of notification by the County, and within five business days' notice by the County for any non-standard time work. In the event the Contractor cannot meet the availability notification, the County reserves the right to move to the next available Contractor.

7. USE OF SUBCONTRACTORS: The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved in writing by the County.

8. The Contractor shall furnish all materials, equipment, labor, and incidentals for mixing aramid fibers into the existing mix design of the particular type of asphalt specified. The Contractor shall introduce the fibers into the asphalt mix conforming to the specifications and requirements of the manufacturer. The Contractor shall use the automated dosing machine recommended by the manufacturer to blend the specified rate of fibers per ton of asphalt per FDOT Section 334 Superpave Asphalt Concrete.

9. The Contractor must provide a minimum 48-hour notice to the County's project manager prior to leaving the job site.

10. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed and replaced by the Contractor at the Contractor's expense.

11. The Contractor will be responsible for cleaning of driveways (tack, dirt, and debris from brooming).

12. The Contractor shall be responsible for rideability (must bring any problems of existing conditions to the County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Section 330. Roadways subject to straight edge requirements.

13. The Contractor to place all asphalt mixtures by the string line method, per FDOT Section 334 Superpave Asphalt Concrete. The Contractor is to provide a uniform centerline and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the Contractor.

14. The Contractor shall provide temporary striping in accordance with FDOT Section 102 Maintenance of Traffic. When the County's term striping contractor is not available, the Contractor must provide temporary striping. The method of payment for temporary striping shall be LF.

15. When required, the Contractor shall provide all equipment, labor, and materials for Maintenance of Traffic in accordance with FDOT Section 102 Maintenance of Traffic, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

16. The Contractor shall conform to the requirements of FDOT Section 330 Hot Mix Asphalt - General Construction Requirements.

17. The Contractor shall conform to the requirements of FDOT Section 327 Milling of Existing Asphalt Pavement. Please note: The milled surface must be of uniform grade, consistent with the profile which existed prior to milling, and be clean and free of loose materials prior to the placement of the hot mix.

18. Plant locations must be identified by the Contractor on the County's bid price sheet at the time of bid submission.

19. Projects still in progress under the County's current bid (Bid No. B-6-20-57) will be completed by the assigned contractor under the current terms of the bid. The Contractor(s) awarded this bid (Bid No. B-6-23-70) will be responsible for the completion of any projects already in progress at the time of that bid's future expiration.

20. An electronic weight ticket with the County bid number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

21. Any "pushing" or "slipping" of the asphalt within a 12-month period after final payment of the work (County acceptance of the work) will be repaired at the Contractor's expense.

22. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

23. Testing by the County may be required using the following guidelines:

    Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT requirements (samples from the field shall be taken directly in front of the power-screw feed).

    All deficiencies will be corrected by the Contractor per FDOT Specifications.

    Cores may also be required to verify thickness.

24. LIQUIDATED DAMAGES

It is mutually agreed that **time is of the essence for this bid** and should the Contractor fail to complete the work, or portions thereof, within the specified time to achieve completion, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner may retain the amount of liquidated damages $9,000, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the County will have sustained by failure of the Contractor to complete the work, or portions thereof, within the specified time. It is further agreed that said sum is not a penalty but is the stipulated amount of damages sustained by the County in the event of such default by the Contractor. Based on the amount of damages not being readily ascertainable, both parties agree that the applicable amount of damages per calendar day is not grossly disproportionate and is reasonably expected to follow from a breach of this bid.

25. DEFECTIVE MATERIALS

If the Contractor provides the County with any defective materials, it shall be the Contractor's responsibility to remove the defective materials and replace them with correct materials at the Contractor's expense. The County will not remit payment for the original materials ordered until this correction is completed by the Contractor.

26. The Contractor shall be responsible for preventing all asphalt paving debris from entering the storm drainage system. The Contractor shall use best management practices to establish inlet protection and the prevention of all unsuitable materials from entering the storm drainage system.

27. PERIODIC AND FINAL CLEANUP

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish, and debris resulting from asphalt paving services.

The Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday. At the completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave the project in ready-to-use condition. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

28. INVOICES

The Contractor's invoice shall include the project number, date(s) of service, location of the project, including project limits, and the name of the County's project manager. Upon inspection of the work by the County for acceptable work, the Contractor shall submit the invoice to PublicWorks.Accounts@brevardfl.gov . The invoice shall be in detail sufficient for a proper pre-audit and post-audit thereof. The Contractor's invoice shall also reflect a breakdown of all standard hours and non-standard hours worked.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
Paving Services & Asphaltic Concrete
B-6-23-70

INDEMNIFICATION
The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS
The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

Paving Services & Asphaltic Concrete
B-6-23-70
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

V.A. Paving, Inc.
Business Name

B-6-23-70 Paving Services Asphaltic Concrete
Bid Number and Name

Debra Mallard
Authorized Representative's Signature

8/17/23
Date

Debra Mallard
Name

President
Position

Paving Services & Asphaltic Concrete
B-6-23-70
CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF 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.

Debra Mallard Signature President

Sworn to and subscribed before me in the state and county first mentioned above on the 17 day of August, 2023.

Notary Public

My commission expires: 7/24/25

(AFFIX SEAL or STAMP)

NOTARY PUBLIC STATE OF FLORIDA
JONI E. H. BOHNE
Commission # HH 108783
Expires July 24, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Paving Services & Asphaltic Concrete
B-6-23-70
DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO — I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

YES / NO — I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO — I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO — Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO — This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO — This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:_____

Name of Bidder/Grantee:_____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

_____

Date of Receipt of the Contract/Grant or Gift:_____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: _____ Debra Mallard

Date: 8/17/23 Title: President

STATE OF FLORIDA

COUNTY OF Brevard

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17 day of August, 2023, by (name of person making statement).

[Notary Seal]

JONI E. H. BOHNE
Commission # HH 108783
Expires July 24, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public Signature

Joni E H Bohne
Name typed, printed or stamped

My Commission Expires: 7/24/25

X Personally Known OR _____ Produced Identification

Type of Identification Produced _____

Paving Services & Asphaltic Concrete
B-6-23-70
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FL

County of Brevard

Debra Mallard ("Affiant"), being duly sworn, deposes and says that:

(1) Affiant is President of V.A. Paving, Inc., the Bidder that has submitted the attached Bid;

(2) Affiant is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Subscribed and sworn to me before me this 17 day

(Signature) Debra Mallard

of August, 2023.

(Notary Public)

President
(Title)

My commission expires: 7/24/25 (Seal)

JONI E. H. BOHNE
Commission # HH 108783
Expires July 24, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Paving Services & Asphaltic Concrete
B-6-23-70

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____ Date: 8/17/23
Debra Mallard, President

Paving Services & Asphaltic Concrete
B-6-23-70
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided. **Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Brevard County
Date of Services: 2017 - 2023
Description of Services: Mill & Pave Misc Streets in Brevard County
Street Address: 2725 Judge Fran Jamieson Way, Bldg. A-2
City, State, ZIP Code: Viera, Fl 32940
Telephone #: 321-617-7202 Fax #: 321-633-2170
Contact Person: Taylor Mottolo Email: taylor.mottolo@brevardfl.gov

Ref #2. Customer/Client: City of Titusville
Date of Services: March 2022 - Present
Description of Services: Mill & Pave Misc Streets in Titusville
Street Address: 2910 Garden St
City, State, ZIP Code: Titusville, FL 32796
Telephone #: 321-567-3845 Fax #: (321) 383-5628
Contact Person: Kevin Cook Email: Kevin.cook@titusville.com

Ref #3. Customer/Client: City of Melbourne
Date of Services: Nov 2022 - Present
Description of Services: Mill & Pave Misc Streets in Melbourne
Street Address: 900 E Strawbridge Ave
City, State, ZIP Code: Melbourne, FL 32901
Telephone #: (321) 953-6313 Fax #:
Contact Person: Dani Straub Email: dani.straub@mlbfl.org

Ref #4. Customer/Client: City of Cocoa
Date of Services: August 2022 - Present
Description of Services: Mill & Pave Misc Streets in Cocoa
Street Address: 65 Stone St.
City, State, ZIP Code: Cocoa, FL 32922
Telephone #: 321-433-8775 Fax #:
Contact Person: Abigail Morgan Email: amorgan@cocoafl.gov

Ref #5. Customer/Client: FDOT
Date of Services: July 2021 - March 2022
Description of Services: Bridge Approach Rehab, Mill & Pave SR 520
Street Address: 605 Suwannee St, MS 31
City, State, ZIP Code: Tallahassee, FL 32399
Telephone #: 850-414-4186 Fax #:
Contact Person: Zach Wiginton Email: zach.wiginton@dot.state.fl.us

CONTRACTOR NAME V.A. Paving, Inc.
ADDRESS 2955 Lake Dr Cocoa, FL 32926
PRINTED SIGNATURE Debra Mallard, President
AUTHORIZED SIGNATURE Debra Mallard
TELEPHONE 321-636-2565 FAX# 321-631-4541 DATE 8/17/23
EMAIL: debra.mallard@vapaving.com

ATTACHMENT A

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS

During the performance of this contract, the Consultant and/or Contractor (hereinafter Consultant/Contractor) agrees as follows:

1. **Contract Work Hours and Safety Standards Act.**
   Any contract in an amount in excess of $100,000 is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

   a. Overtime requirements. No Consultant/Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph a. of this section the Consultant/Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant/Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a of this section.

   c. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant/Contractor or subcontractor under any such contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant/Contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b of this section.

d. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a through d of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section.

2. Equal Employment Opportunity provisions:

During the performance of this contract, the Consultant/Contractor agrees as follows:

a. The Consultant/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Consultant/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is

consistent with the Consultant/Contractor's legal duty to furnish information.

d. The Consultant/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Consultant/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Consultant/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Consultant/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant/Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Consultant/Contractor will include the portion of the sentence immediately preceding paragraph a and the provisions of paragraphs a through h 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/Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a Consultant/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant/Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further

agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultant/Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant/Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultant/Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the County; and refer the case to the Department of Justice for appropriate legal proceedings.

3. **Clean Air Act and the Federal Water Pollution Control Act**

Contractor shall comply with the following on all contracts in excess of $150,000:

a. Clean Air Act

(1) The Consultant/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant/Contractor agrees to report each violation to the COUNTY and understands that the COUNTY 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.

(3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

(1) The Consultant/Contractor 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.

(2) The Consultant/Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. **Suspension and Debarment**:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant/Contractor is required to verify that none of the Consultant/Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) ordisqualified (defined at 2 C.F.R. § 180.935).

b. The Consultant/Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant/Contractor didnot comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, inaddition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. **Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):**
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

6. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

Contractor must submit this certification for each bid or offer exceeding $100,000.

The Consultant/Contractor certifies, to the best of his or her knowledge, that:

a. 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.

b. 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.

c. 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 Consultant/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature	8/17/23 Date	Debra Mallard, President Name and Title

7. **Procurement of Recovered Materials**:
In the performance of this contract, the Consultant/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

a. Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

b. 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.

c. The Consultant/Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. **Additional FEMA Requirements**:

a. Access to Records
   (1) In addition to being subject to Chapter 119, Florida Statutes, the Consultant/Contractor agrees to provide the County, 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/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
   (2) The Consultant/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   (3) The Consultant/Contractor 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.
   (4) In compliance with Section 1225 of the Disaster Recovery Act of 2018,

the County and the Consultant/Contractor acknowledges and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. DHS (Department of Homeland Security) Seal, Logo and Flags
The Consultant/Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Consultant/Contractor shall include this provision in any subcontracts.

c. Compliance with Federal Law, Regulations and Executive Orders
The Consultant/Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant/Contractor 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, Consultant/Contractor, or any other party pertaining to any matter resulting from the contract.

e. Affirmative Socioeconomic Steps (when subcontractors are to be let by Consultant/Contractor)
If subcontractors are to be let, the Consultant/Contractor is required to take all necessary steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

f. License and Delivery of Works Subject to Copyright and Data Rights
The Consultant/Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant/Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon

or before the completion of this contract, the Consultant/Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

9. Fraud and False or Fraudulent or Related Acts:
The Consultant/Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant/Contractor's actions pertaining to this contract.

10. Davis-Bacon Act (when applicable)

Contractor shall comply with the following provisions for any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions required by the applicable Federal grant program. These provisions are subject to any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor:

a. Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant/Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits

on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant/Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(ii) The classification is utilized in the area by the construction industry; and
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant/Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant/Contractor, the laborers or mechanics to be employed in the classification or their

representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs a.(2)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant/Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Consultant/Contractor does not make payments to a trustee or other third person, the Consultant/Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Consultant/Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant/Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b. Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant/Contractor under this contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant/Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant/Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages

required by the contract, the (Agency) may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Consultant/Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant/Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(A) The Consultant/Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last

four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Consultant/Contractor is responsible for the submission of copies of payrolls by all subcontractors. Consultant/Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Consultant/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant/Contractor to require a subcontractor to provide addresses and social security numbers to the prime Consultant/Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant/Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

> (i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
> (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
> (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated

into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(B) of this section.

(D) The falsification of any of the above certifications may subject the Consultant/Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The Consultant/Contractor or subcontractor shall make the records required under paragraph c.(1) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant/Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant/Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in

excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Consultant/Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant/Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant/Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the

registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant/Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

e. Compliance with Copeland Act requirements. The Consultant/Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

f. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

g. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

h. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

i. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant/Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j. Certification of eligibility.

(1) By entering into this contract, the Consultant/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the

Consultant/Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Copeland Anti-Kickback Act

a. Contractor. The Consultant/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

12. Remedies

a. If a remedies clause provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no remedies provision, then the following shall control:

(1) the Consultant/Contractor's remedy for default by the County is a written request to the County Manager seeking the funds from the County for work completed in accordance with the terms of the contract. If the claim is denied or not paid as requested, then, within thirty (30) days, the Consultant/Contractor may file a claim for such funds in a court of competent jurisdiction. Such a claim may not include consequential or special damages and shall not exceed the total contract amount.

(2) the County's remedy for default shall include termination of the contract and all remedies available to it at law that are necessary to make the County whole.

b. Force Majeure. If a force majeure provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However,

if there is no force majeure provision clause, then the following shall control: neither Party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following: Acts of God, hurricanes, tornado, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the Party unable to perform; and global pandemics. Should the Consultant/Contractor be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the Consultant/Contractor and not due to its own, or any of its agents', fault or neglect, Consultant/Contractor shall, within 24 hours of the time the delay becomes apparent, notify the County of such delay in writing stating the cause or causes thereof, failing which the Consultant/Contractor shall waive any right the Consultant/Contractor may have to request a reasonable extension of time to complete the work required by the contract. Such reasonable extensions of time to complete the work shall be the sole remedy of the Consultant/Contractor for such delays, and the Consultant/Contractor will not be entitled to any damages or any claim for extra compensation.

13. **Termination for Cause**

If a termination for cause provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for cause provision shall control. However, if there is no termination for cause provision, then the following shall control: either Party may terminate this contract for cause based upon the failure of the other Party to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the non-defaulting Party shall give the defaulting Party written notice specifying the Party's default. If within thirty (30) days after receipt of such notice, the defaulting Party shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the non-defaulting Party may, at its option, place the defaulting Party in default and the contract shall terminate on the date specified in such notice. In the case of termination notice issued by the County, the County may take over the work and cause it to be performed to completion by written agreement with a different contractor or otherwise. In such case, the County reserves all rights and remedies available, including, but not limited to, the right to recover the County's additional cost incurred in securing complete performance. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract. If, after the County's notice of termination for cause is issued, it is determined that Consultant/Contractor had not breached its contractual obligations, then the termination shall be deemed to be effected for the County's convenience.

14. Termination for Convenience

If a termination for convenience provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for convenience provision shall control. However, if there is no termination for convenience provision, then the following shall control: either Party may terminate this contract at any time by giving thirty (30) days written notice to the other Party of such termination. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon receipt of such a notice, the Parties will discontinue all services affected, unless the notice directs otherwise. The Consultant/Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

15. Prohibition on Contracting for Covered Telecommunications Equipment of Services

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph c. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(A) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(B) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology of any system;

(C) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(D) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(A) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(A) Covered telecommunications equipment or services that:
(i) Are not used as a substantial or essential component of any system; and
(ii) Are not used as critical technology of any system.

(B) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the Consultant/Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant/Contractor is notified of such by a subcontractor at any tier or by any other source, the Consultant/Contractor shall report the information in paragraph d.(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant/Contractor shall report the following information pursuant to paragraph d.(1) of this clause:

(A) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(B) Within 10 business days of submitting the information in paragraph (d)(2)(A) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant/Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Consultant/Contractor shall insert the substance of this clause, including this paragraph e., in all subcontracts and other contractual instruments.

16. Domestic Preferences for Procurement

As appropriate, and to the extent consistent with law, the Consultant/Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that financial assistance from FEMA or another Federal

agency will be used to fund all or a portion of this contract. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(SIGNATURE PAGE FOLLOWS)

Acknowledgement and Certification

THE CONSULTANT/CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT THE CONSULTANT/CONTRACTOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS REGULATIONS, ETC., AS SPECIFICALLY NOTED ABOVE.

Company Name V.A. Paving, Inc.

Address 2955 Lake Dr

Cocoa, FL 32926

Telephone 321-636-2565 Fax 321-631-4541

Email Address debra.mallard@vapaving.com

Name and Title of Authorized Signature Debra Mallard, President

Authorized Signature

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS REQUIRED FOR CONTRACTS OVER $100,000

CONTRACTORS who apply or bid for an award of $100,000 or more shall fill out and return the following required certification to COUNTY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

(SIGNATURE PAGE FOLLOWS)

The Consultant/Contractor, V.A. Paving, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company Name V.A. Paving, Inc.

Address 2955 Lake Dr

Cocoa, FL 32926

Telephone 321-636-2565 Fax 321-631-4541

Email

Address debra.mallard@vapaving.com

Name and Title of Authorized Signature Debra Mallard, President

Authorized Signature

ATTACHMENT B

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

BYRD ANTI-LOBBYING AMENDMENT
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER $100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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, V.A. Paving, Inc., 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company Name V.A. Paving, Inc.

Address 2955 Lake Dr

Cocoa, FL 32926

Telephone 321-636-2565 Fax 321-631-4541

Email Address debra.mallard@vapaving.com

Name and Title of Authorized Signature Debra Mallard, President

Authorized Signature

[1] Updated 1/30/2023. Applicable to awards on or after November 12, 2020 per June 2021 Procurement Disaster Assistance Team (PDAT) Contract Provisions Guide.

ASPHALTIC CONCRETE BID # B-6-23-70	PRICE SHEET	
	DESCRIPTION	**COST**
SUPERPAVE		
SP-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	$113.22 Ton
SP-9.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	$139.17 Ton
SP-9.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	$215.00 Ton
SP-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	$109.45 Ton
SP-12.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	$135.17 Ton
SP-12.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	$215.00 Ton
SPEED HUMPS SP-9.5	VENDOR DELIVERED, VENDOR PLACED	$650.00 Ton
< 25 TN PATCHING SP-9.5	VENDOR DELIVERED, VENDOR PLACED	$605.00 Ton
25-50 TN PATCHING SP 9.5	VENDOR DELIVERED, VENDOR PLACED	$385.00 Ton
HOT ASPHALT SP-9.5	FOB	$87.00 Ton
HOT ASPHALT SP-12.5	FOB	$83.00 Ton
FRICTION COURSE		
FC-5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	$244.40 Ton
FC-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	$137.22 Ton
FC-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	$134.87 Ton
< 25 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	$635.00 Ton
25-50 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	$415.00 Ton
HOT ASPHALT FC-12.5	FOB	$ 110.00 Ton
* The Vendor Delivered, Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.		
MISCELLANEOUS		
COST FOR MILLING & CLEANUP	SY 0 - 2,500 SY	$5.00 SY
	SY 2,501 - 5,000 SY	$3.00 SY
	SY 5,001 - 15,000 SY	$2.75 SY
	SY 15,001 + SY	$2.50 SY
ARAMID FIBER	PER ATTACHED SPECIFICATIONS	$10.00 Ton
TACK	FOB	$15.00 Gal
PRIME	VENDOR DELIVERED, VENDOR PLACED	$1.00 SY
PRIME AND SAND	VENDOR DELIVERED, VENDOR PLACED	$2.00 SY
ASHPALT MILLINGS	FOB	$75.00 Ton
NON-STANDARD HOURS WORK PER TON		$10.00 Ton
Plant Locations: 800 Cidco Rd., Cocoa, FL 32926		

ASPHALTIC CONCRETE
BID # B-6-23-70

PRICE SHEET

Addendum Acknowledgment:

Add. No. 1 Dated 8/10/23 / 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

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 Debra Mallard

PRINTED SIGNATURE Debra Mallard, President

TELEPHONE # 321-636-2565 FAX # 321-631-4541

V.A. Paving, Inc.

P.O. Box 1046 • Cocoa, Florida 32923-1046 • (321) 636-2565 • FAX: (321) 631-4541 • www.vapaving.com

October 3, 2023

Dylan Price
City of Cocoa

RE: City of Cocoa Annual Paving - 2024

The following proposal includes mobilization, labor, equipment, and material to perform operations for asphalt placement for the subject project.

Street	From	To	Milling Quantity (SY)	Milling unit cost	Asphalt Quantity (TN)	Asphalt Unit Price	Total
KENSINGTON DR	HILLSDALE	ELIZABETH	1176	$3.00	105.84	$113.22	$15,511.20
KENSINGTON DR	FISKE	HILLSDALE	1632	$3.00	146.88	$113.22	$21,525.75
KENSINGTON DR	ELIZABETH	DONNA	574	$3.00	51.66	$113.22	$7,570.95
CARSON ST	HILLSDALE	FISKE	885	$5.00	79.65	$113.22	$13,442.97
HILLSDALE DR	KENSINGTON	WESTVIEW	799	$3.00	71.91	$113.22	$10,538.65
HILLSDALE DR	CARSON	ELIZABETH	1152	$3.00	103.68	$113.22	$15,194.65
HILLSDALE DR	ELIZABETH	DONNA	627	$3.00	56.43	$113.22	$8,270.00
HILLSDALE DR	WESTVIEW	CARSON	776	$3.00	69.84	$113.22	$10,235.28
HILLSDALE DR	DONNA	END	174	$3.00	15.66	$113.22	$2,295.03
ELIZABETH AV	KENSINGTON	HILLSDALE	1639	$3.00	147.51	$113.22	$21,618.08
DONNA AV	HILLDALE	END	140	$3.00	12.6	$113.22	$1,846.57
DONNA AV	KENSINGTON	HILLSDALE	1672	$3.00	150.48	$113.22	$22,053.35
DONNA AV	KENSINGTON	END	160	$3.00	14.4	$113.22	$2,110.37
WESTVIEW DR	FISKE	HILLSDALE	1194	$3.00	107.46	$113.22	$15,748.62
CENTER ST	FLORIDA	FORREST	846	$5.00	76.14	$113.22	$12,850.57
S FLORIDA AV	KING	WILLARD	324	$5.00	29.16	$113.22	$4,921.50
S FLORIDA AV	CENTER	PEACHTREE	667	$5.00	60.03	$113.22	$10,131.60
S FLORIDA AV	WILLARD	CENTER	576	$5.00	51.84	$113.22	$8,749.32
N VARR AV	School St	Dead End	318	$5.00	28.62	$385.00	$12,608.70
PINEAPPLE AV	BARBARA JENKINS	END	240	$5.00	21.6	$605.00	$14,268.00
LEMON ST	FLORIDA	HUGHLETT	1046	$5.00	94.14	$113.22	$15,888.53
TOWNSEND RD	N Entrance of Sams	N and W 1950'	5467	$3.00	492.03	$113.22	$72,108.64
ORANGE ST	FLORIDA	HUGHLETT	1508	$5.00	135.72	$113.22	$22,906.22
FACTORY ST	FLORIDA	HUGHLETT	1053	$5.00	94.77	$113.22	$15,994.86
MULBERRY ST	FORREST	INDIAN RIVER	1559	$5.00	140.31	$113.22	$23,680.90
PINE ST	FORREST	W OF Library parking lot	543	$5.00	48.87	$113.22	$8,248.06
PINE ST	BRUNSON	COCOA	669	$5.00	60.21	$113.22	$10,161.98
HILLCREST DR	GRIMES	COCOA	1727	$5.00	155.43	$113.22	$26,232.78
N Fiske Blvd	Dixon	Kensington	1260	$3.00	113.4	$113.22	$16,619.15
N Fiske Blvd	Kensington	Westview	1106	$3.00	99.54	$113.22	$14,587.92
N Fiske Blvd	Westview	Carson	1369	$3.00	123.21	$113.22	$18,056.84
N Fiske Blvd	Carson	End	246	$3.00	22.14	$113.22	$3,244.69
							$479,221.73

In accordance with Brevard County Paving Contract, pricing is subject to FDOT Bituminous Adjustment.

All roads to be milled 1.5" and 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.

Roads in shaded rows are connected, therefore their mill quantity has been combined to reduce the unit cost.

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 10, 2023

REV C

Abigail Morgan, P.E.
Public Works Assistant City Engineer
155 N. Wilson Ave.
Cocoa, FL 32922

RE: City of Cocoa Annual Paving - 2023

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
Cambridge Dr	School Gate	Westview Dr	7605	$2.75	684.45	TN	$113.22	$98,407.18
Center St	Forrest Ave	Ridgeway Ave	1095	$5.00	98.55	TN	$113.22	$16,632.83
Parkway St	Forrest Ave	Indian River Drive	2073	$2.75	186.57	TN	$113.22	$26,824.21
Mitchel St	Forrest Ave	Indian River Drive	1767	$2.75	159.03	TN	$113.22	$22,864.63
Carmalt St	Forrest Ave	Indian River Drive	2194	$2.75	197.46	TN	$113.22	$28,389.92
Snyder Dr	Carmalt St	Parkway St	478	$2.75	43.02	TN	$385.00	$17,877.20
Right St	Cox Rd	End without Circle	3126	$5.00	281.34	TN	$113.22	$47,483.31
Tate St	Cambridge Dr	City Limits	307	$5.00	27.63	TN	$385.00	$12,172.55
Shearer Blvd	Wilson Ave	Highland Ave	4267	$2.75	384.03	TN	$113.22	$55,214.13
N Wilson Ave	Peachtree	Shearer Blvd	3515	$2.75	316.35	TN	$113.22	$45,483.40
Brunson BLVD	US1	Main St	2934	$3.00	264.06	TN	$113.22	$38,698.87
Oleander St	Forrest Ave	Hughlett Ave	980	$5.00	88.2	TN	$113.22	$14,886.00
Stone St	Florida Ave	Hughlett Ave	1254	$5.00	112.86	TN	$113.22	$19,048.01
								$0.00
								$0.00
						TOTAL		$443,982.24

In accordance with Brevard County Paving Contract, pricing is subject to FDOT Bituminous Adjustment.

All roads to be milled 1.5" and 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.

Roads in shaded rows are connected, therefore their mill quantity has been combined to reduce the unit cost.

V.A. Paving Inc

Jamie Bell
Estimator

RESOLUTION NO. 2023-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

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

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

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 24th day of October 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Assistant City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 23-015-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3510 | DATE PREPARED: 10/13/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 450,000	001-0000-389.99-50	AFBP22	Assigned Fund Balance	$ 0	$ 0	$ 450,000	$ 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	$ 0
$ 450,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 450,000	001-3510-541.63-00	AFBP22	Streets - Infrastructure	$ 500,000	$ 500,000	$ 950,000	$ 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	$ 0
$ 450,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF will reallocate previous fiscal year 2023 funding (BAF#23-076-T) for paving from Assigned Fund Balance back into the Streets-Infrastructure account in fiscal year 2024. Agenda 23-646

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/24/2023 RESOLUTION #: 2023-126

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

10/13/23 Frank Mirabito Digitally signed by Frank Mirabito Date: 2023.10.13 14:43:33 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.10.16 08:59:03 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.10.16 08:34:18 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.16 08:57:43 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	23-673	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/19/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	Adopt on SECOND READING of Ordinance 21-2023, a Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 21-2023.pdf Exhibit A - Proposed Update to Regulating Plan.pdf Exhibit B - 430 Brevard Av.pdf Exhibit C - 430 Brevard Zoning.pdf Exhibit D- 430 Brevard FLU.pdf Exhibit E - 430 Brevard Zoning.pdf LEGAL AD (ORDINANCE 21-2023).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 19, 2023
Agenda Date: October 24, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Adopt on **SECOND READING** of Ordinance 21-2023, a Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District.

BACKGROUND:

The applicant, City of Cocoa, is requesting an amendment to Land Development Code Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow for Commercial/Mixed Use-Large Buildings (CL) on certain properties within the Cocoa Waterfront Overlay District Regulating Plan. The subject parcels proposed to be designated CL, which share the address 430 Brevard Ave., are located at the NE corner of Brevard Ave. and Church St., and consist of the following Brevard County Parcel ID numbers:

- 24-36-33-39-B-7

- 24-36-33-39-B-8
- 24-36-33-39-B-11

The total acreage of the three parcels is 1.95 acres (collectively the “Subject Property”).

Future Land Use Designation: Current: Mixed-Use, MU

Zoning District: Current: Central Business District Cocoa Village Overlay, CBD-CVO

Existing Land Use: Mixed-Use Commercial Property, Multi-Tenant Office Building, Parking Lot

Waterfront Overlay Designation: Cocoa Village, CV

Council District: District 1 - Councilman Goins

Legal Ad Date: October 13, 2023

Overview of Surrounding Area:

	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	MU, Mixed Use	CBD-CVO, Central Business District Cocoa Village Overlay	Retail Stores/Mixed-Use Commercial Property
South	MU, Mixed Use	CBD-CVO, Central Business District Cocoa Village Overlay	Restaurant/ Professional Building
East	INST, Institutional; MU, Mixed Use	CBD, Central Business District	Cocoa Waterfront Park
West	MU, Mixed Use	CBD-CVO, Central Business District Cocoa Village Overlay	Office Building/Retail Stores/Mixed-Use Commercial Property

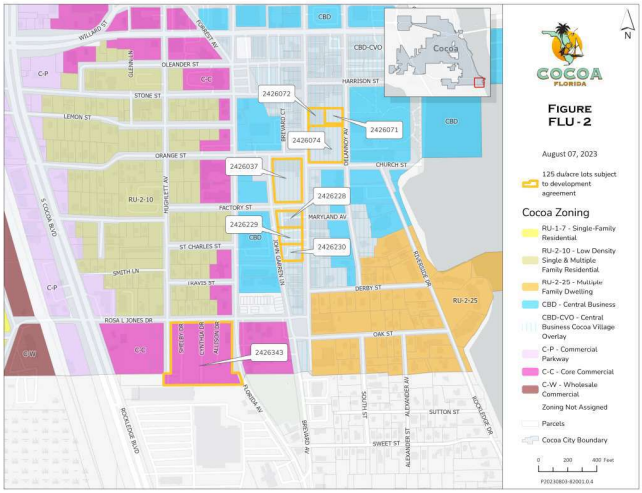
Background:

The proposed LDC amendment has been undertaken by the City of Cocoa at the request of Framework Group, LLC, who own the Subject Property noted above. The Planning and Zoning Board is required to make recommendations to the City Council regarding the proposed LDC amendments based on the criteria set forth in the Staff Analysis portion of this report.

Over the last several years, the City of Cocoa has created multiple policies that allow for unique and dense redevelopment opportunities with the City’s Community Redevelopment Area (CRA). The Mixed Use (MU), Future Land Use (FLU) Designation in the FLU Element of the City’s Comprehensive Plan states that the Mixed-Use land use category (MU FLU) “is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors.” The majority of parcels within the City that are designated as MU are generally located adjacent to certain portions of SR 520, US 1, Brunson Blvd., King St., and the

Cocoa Village Area, as more accurately shown on the attached FLU Map.

The density that is generally allowed within the MU FLU category is 25 du/acre and includes a bonus of up to 5 du/acre if residential housing units are developed as part of a vertical mixed-use project, per FLU Element Policy 1.1.2.6, which brings the max du/acre total to 30 du/acre.



The City also adopted policies that allow for “vertically mixed-use projects” to occur in very limited geographical areas, specifically on +/- 8.82 acres within the Cocoa Village and South-End Subdistricts to develop at densities of up to 125 du/acre, subject to and conditioned upon a development agreement approved at the discretion of the City Council after consideration of many factors as outlined in Policy 1.1.2.6 via Ordinance 07-2022. The map below shows the location of those +/- 8.82 acres.

In addition, five parcels, totaling +/- 5.72 acres, including the recently added 915 Florida Ave. property, have been designated with a commercial/mixed use large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan, which allows vertically mixed-use buildings constructed to a maximum of eight (8) stories in height, again subject to approval of a Development Agreement by the City Council.

As provided in Ordinance 07-2023, the very limited geographical areas deemed conditionally

appropriate for the 125 du/acre program were, in part, chosen because they currently consist of older, but non-historic, buildings and vacant property identified in the Cocoa Community Redevelopment Area's Redevelopment Plan as particular catalytic sites in the Cocoa Village area for redevelopment.

The section below will detail a new request that is a result of the above policy strategies undertaken by the City.

Request:

The Framework Group, LLC, as the owner of the Subject Property noted on page 1 of this staff report, has requested that the City designate the Subject Property as "Commercial/Mixed Use-Large Buildings", or "CL", on the Cocoa Waterfront Overlay District Regulating Plan. This would allow the subject property to be developed with a "vertically mixed-use building" at a maximum of eight (8) stories in height, subject to and conditioned upon City Council approval of a development agreement following consideration of multiple factors.

Modifying the Cocoa Waterfront Overlay District Regulating Plan to 'CL' on this subject property will in no way vest any entitlements on the subject property, including any information related to the conceptual development program.

If this item is approved, and to take advantage of the density programming allowed by the 'CL' designation, Framework Group would be required to enter into a Developer's Agreement ('DA') with the City and have that Development Agreement approved by the City Council. While those initial discussions have occurred, and Framework Group has applied for said DA, the details of the DA is not up for discussion or vote as part of this request.

The following analysis provides for technical detail related to the request and the potential impact to City services.

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:
a. The need and justification for the change.
b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

a. Need and justification for the change

Staff Finding: Currently, the tallest building that could be constructed on the Subject Property is a five-story, "commercial/mixed-use medium" building type in accordance with the Cocoa Waterfront Overlay District Regulating Plan. In order to achieve the 125 du/acre density, the building heights associated with "commercial/mixed-use medium", which has a 5-story max, would not generate the building intensities needed to maximum the density allowed by the FLU designation. The proposed change would maximize the densities allowed by the

Comprehensive Plan and achieve the goals as further detailed below.

The Cocoa Redevelopment Agency (Cocoa CRA) continues to seek major redevelopment opportunities to revitalize the Cocoa Community Redevelopment Area.

The Long-Range Land Use Concept Plan details three Catalyst Mixed-Use Development Sites that have been identified as under utilized due to “outdated land use or building design” and provided the following guidance for the Subject Property specifically:

> “430 Brevard Avenue (former Bank of America site): Determine status of potential time frame for redevelopment of the property and utilize former development studies as the basis for attracting developers to consider the parcel at the corner of Church Street and Brevard Avenue.”

The Subject Property is also noted as one of two “Medium Priority Projects” (Bank of America Site) as a Catalyst Mixed Use Redevelopment Site. Within the section describing Cocoa Village: “Significant redevelopment opportunities exist at several sites in the Village, including Bank of America, the former City Hall and Sun Trust Bank sites.” The proposed change also conforms with the following from the 2022 CRA Plan Update:

> Goal III: Prevent the future occurrence of slum and blight.
>
> Objective 1: As warranted, work with the Planning & Zoning staff, Planning and Zoning Board, and the City Council to revise the zoning classifications and the land development regulations within the redevelopment district based on the adopted overlay district to encourage a high degree of design and development standards for new construction and rehabilitation. Ensure that new development consists of appropriate land uses that will stabilize and enhance the overall quality of life of the area in order to achieve the desires and interests of its residents and property owners.
>
> Goal IV: Encourage the acquisition, demolition, and reuse of those properties, which, by virtue of their location, condition, or value no longer function at their highest potential economic use and are currently depressing the value and viability of the uses in the near vicinity to them.
>
> Objective 2: Encourage partnerships among the property owners, the private sector and the public sector in order to implement proposed redevelopment projects which will achieve public goals.
>
> Goal V: Maintain the unique and positive character of the sub-districts while promoting economic vitality of each.
>
> Objective 3: Make the redevelopment area competitive with major activity centers in Brevard County while maintaining its unique character.
>
> Objective 4: Expand the economic base of the district retaining existing jobs while creating new diverse employment opportunities.
>
> Objective 5: Create investment opportunities which will increase the tax base thereby

generating additional revenues to finance actions which support CRA goals.

Goal VI: Market the CRA as a major destination point in the Central Florida Region.

Objective 5: Promote the redevelopment area as a unique center of activities that include a full range of commercial, office, institutional, community, residential, and neighborhood service facilities as well as the Cocoa Village Playhouse, arts and entertainment.

Goal VIII: Encourage innovation in land planning and site development techniques.

Objective 1: Work with the City and Planning and Zoning Board to include Mixed Use Developments within the Cocoa Overlay District, where appropriate.

Objective 2: Work with the City and Planning and Zoning Staff in the development of performance standards to be used within the CRA which will provide incentives and/or bonuses for developer proposals that provide for creative design and amenities.

Objective 3: Achieve the on-site mixing of residential and commercial uses in appropriate locations as determined by the community.

Objective 4: The CRA will promote mixed-use development patterns in new projects to provide greater diversity of use in close proximity of one another to promote reduced dependence on automobiles, and increased use of pedestrian and bicycle travel.

Goal XIII: Encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the CRA.

Objective 1: Identify and encourage areas where private interests can develop housing and the necessary support infrastructure in the CRA.

Objective 3: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and price ranges.

The City Council will consider factors such as economic and social benefits to City and CRA, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the Cocoa Village and South End when a particular development project is proposed and prior to approving a Development Agreement request to achieve the maximum of eight stories, in its sole discretion.

The proposed amendment is not contrary to the goals and objectives of the Waterfront Master Plan, Cocoa CRA Redevelopment Plan, or the Comprehensive Plan MU FLU policies. The proposed change allows for zoning bulk requirements that are more in line with the existing density policies which allow for up to 125 du/acre.

It should also be noted that the Subject Property is adjacent to the Waterfront Subdistrict of the Cocoa Waterfront Overlay District, which already allows for commercial mixed-use large building types with eight stories, without the need for a development agreement.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Staff Finding:
Since the zoning district will not change, there will be no conflict with the comprehensive plan. This amendment is consistent with the following policies:

Future Land Use Element, Policy 1.1.2.6 Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development.

Future Land Use Element, Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate “Smart Growth” principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Future Land Use Element, Policy 1.2.1.6: New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards, and alleys; high quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Future Land Use Element, Figure FLU-1

Housing Element, Goal 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

Objective 3.1.1, Housing Supply: Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City’s Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and the Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

Policy 3.1.1.6: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1, Infill Development: The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible.

Staff recommends adoption of Ordinance 21-2023.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

October 4, 2023 - recommendation to Council for approval at P&Z meeting
October 10, 2023 - 1st reading approved by Council

RECOMMENDED MOTION:

Adopt on **SECOND READING** of Ordinance 21-2023, a Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District.

ORDINANCE NO. 21-2023

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

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Council desires to amend the Cocoa Waterfront Overlay Regulating Plan and Appendix A, Article XI, Section 22 – Cocoa Waterfront Overlay District, Cocoa Village Subdistrict, to allow for Commercial/Mixed-Use Large (CL) Building types to be developed on certain properties where indicated on the Regulating Plan in the Cocoa Village Subdistrict; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Regulating Plan Amendment.** Appendix A, Zoning, is hereby amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as **Exhibit "A"** and fully incorporated herein by this reference.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of other ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation into Code.** This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24 day of October, 2023.

MICHAEL C. BLAKE
Mayor

ATTEST:

MONICA ARSENAULT
Interim City Clerk

Legal Ad Published:	09/26/2023
First Reading:	10/10/2023
Legal Ad Published:	10/13/2023
Second Reading:	10/24/2023

EXHIBIT A

REGULATING PLAN

EXHIBIT "A"

Proposed Update to Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

9/18/2023

Sub-district	Allowable Building Type													
	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI
Cocoa Village (CV)				○	○	●	●	●	●	○ (3)	○		●	○
Heart of Cocoa (HC)		●	●	●	●(1)		●	(2)					●	
King/Willard Corridor (KW)			○		○	○	○	●	●		●		●	
Uptown Neighborhood (UN)		●	●	●	●								●	○
South of the Village (SV)	●	●	●	●	●	○	○	○					●	
South End (SE)				●	●	●	●	●	●	○ (3)	○		●	
Waterfront (WF)					●	●	●	●	●	●	○		●	○
North of Village (NV)					●	●	●	●	●		○	○	●	

○ Allowed only where indicated on Regulating Plan

● Allowed throughout Design District

* New development within the Comm/MXD use district may be developed as either commercial or mixed use.

1. Townhomes allowed up to four per building.
2. Consistent with the Substitute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved subject to the discretion of the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of Cocoa Village and respective subdistrict, and other similar relevant factors.

Waterfront Overlay
Sub-Districts:
- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

Additional building type allowed for this parcel only

Required minimum and maximum street setback (in feet)

Break in street setback dimension

Right of way line (beginning point of street setback measurment)

Internal Lot Line



430 Brevard Av Location

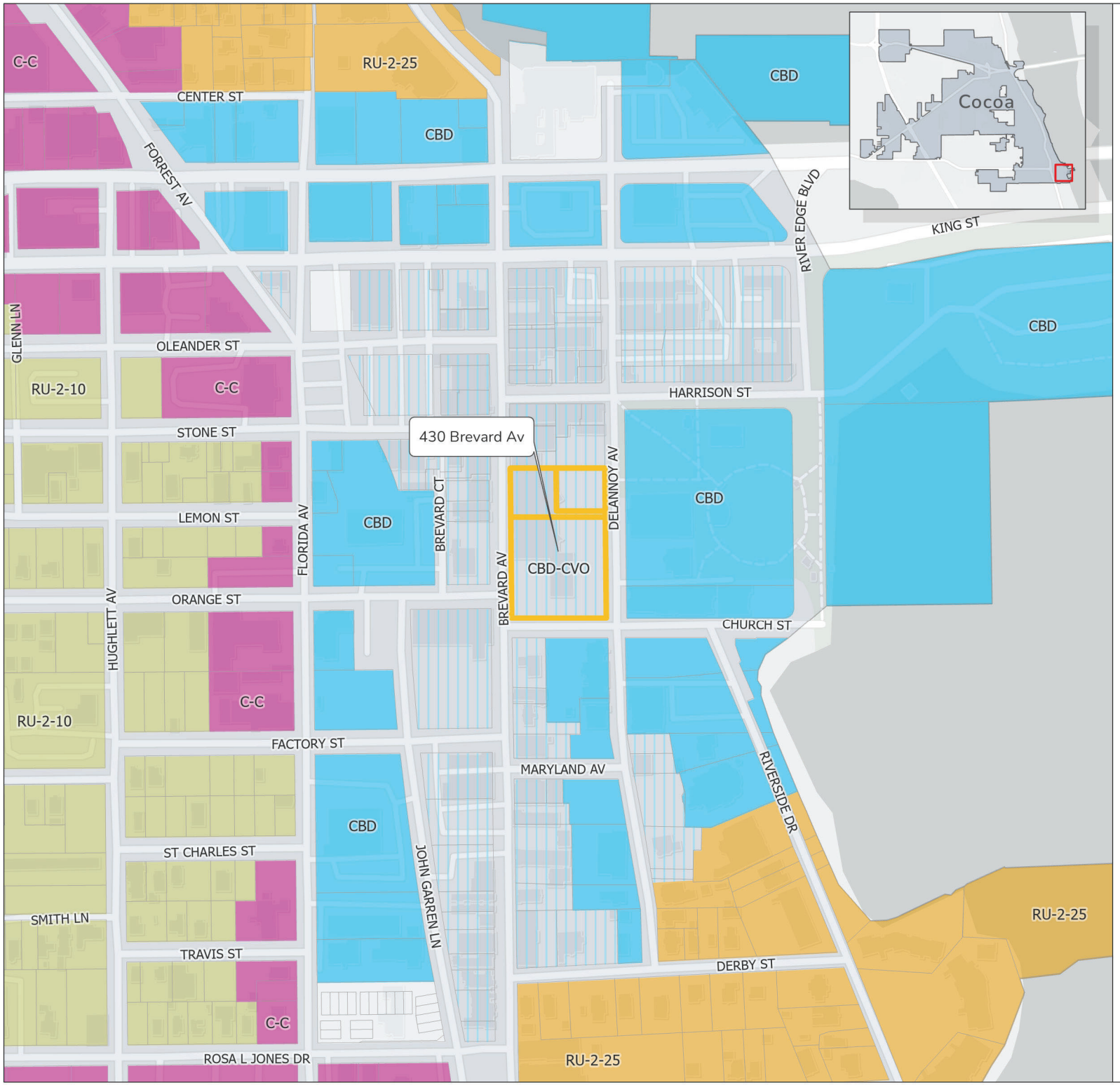
September 18, 2023

- Subject Parcels
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20230914-84001.0.1



430 Brevard Av Zoning

September 18, 2023

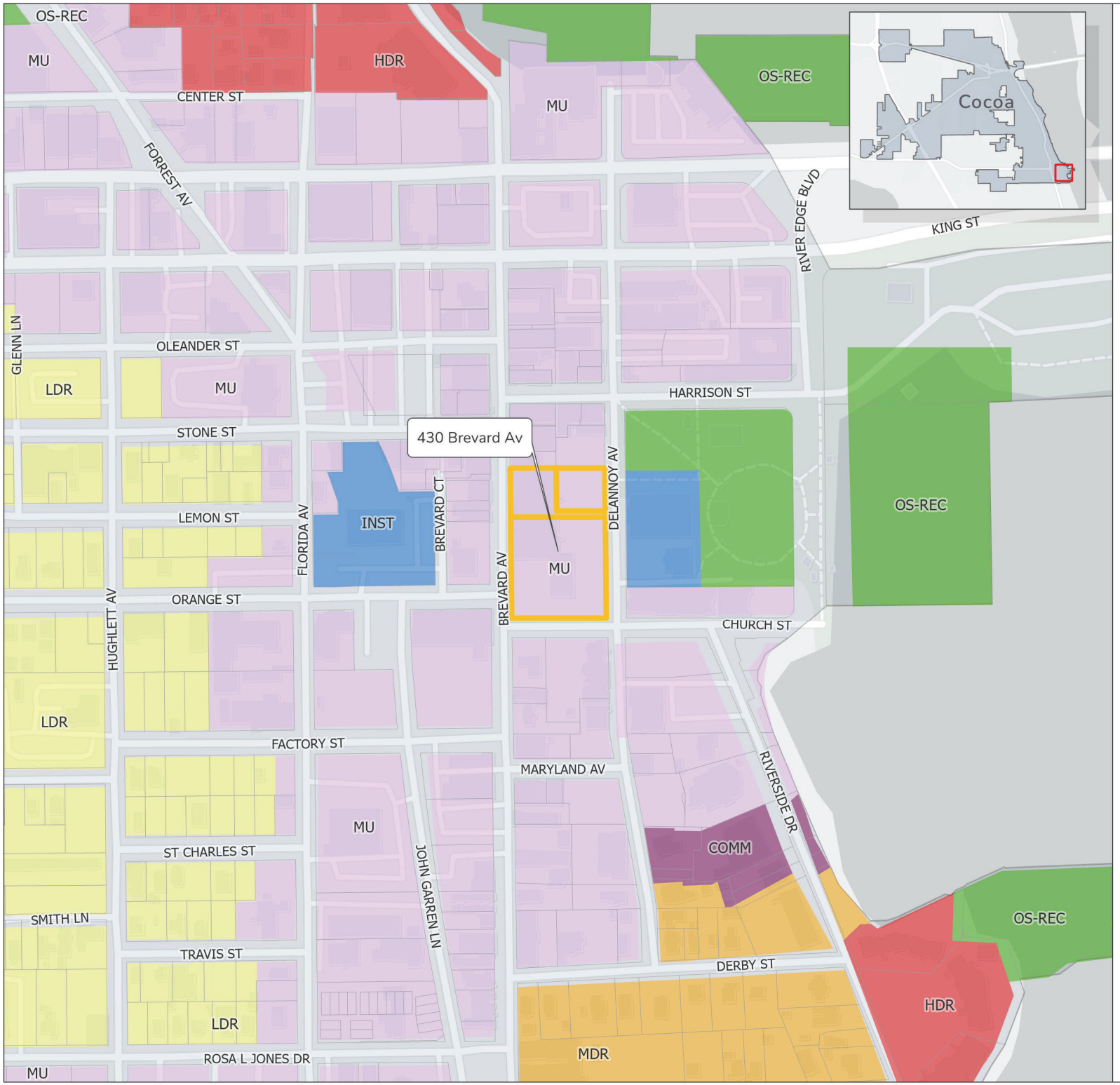
- Subject Parcels

Cocoa Zoning

- RU-2-10 - Low Density Single & Multiple Family Residential
- RU-2-25 - Multiple Family Dwelling
- CBD - Central Business
- CBD-CVO - Central Business Cocoa Village Overlay
- C-C - Core Commercial
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20230914-84001.0.2



430 Brevard Av Future Land Use

September 18, 2023

N

Subject Parcels

Future Land Use

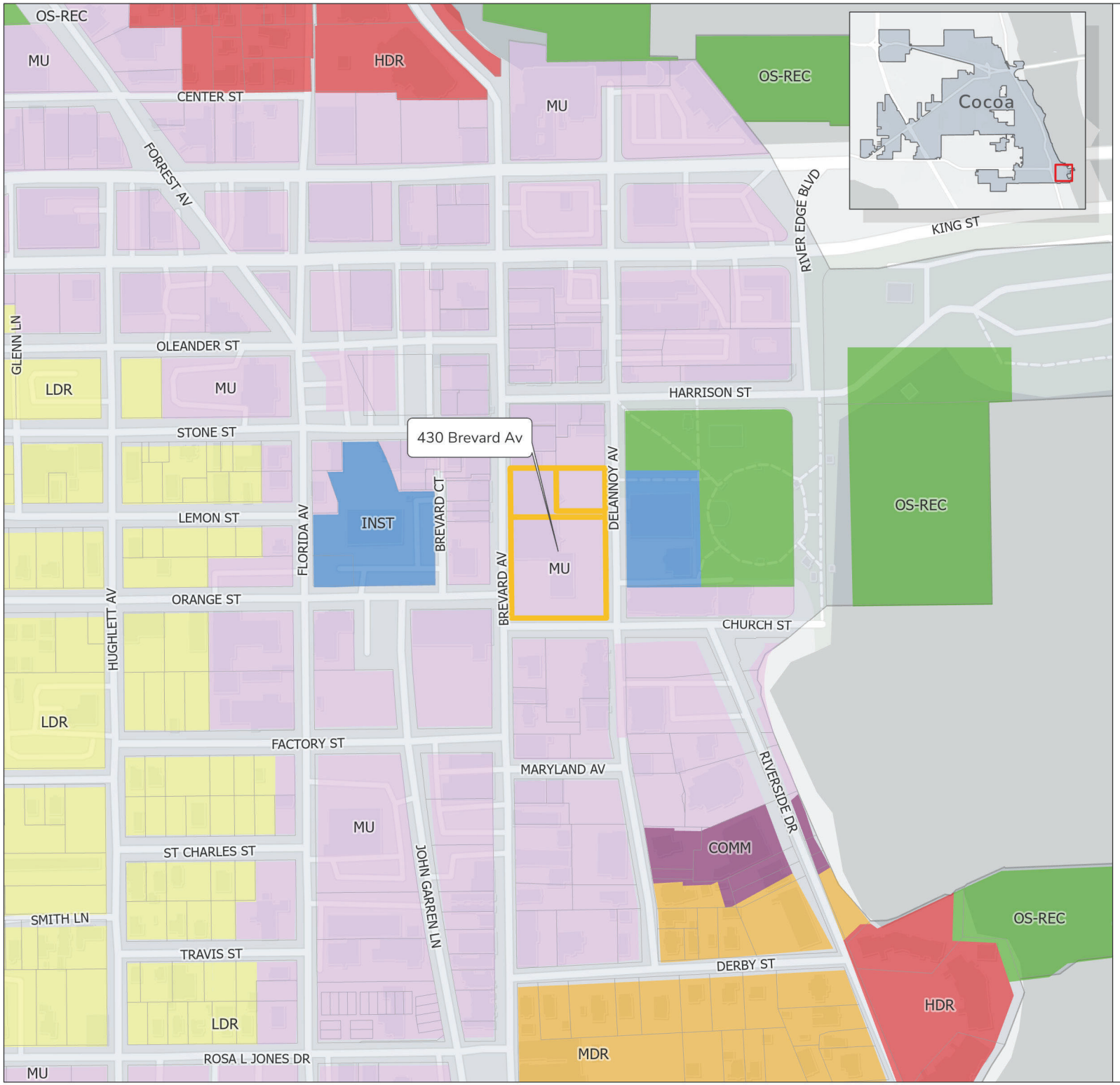
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Mixed Use
- Institutional
- Recreation/Open Space

Parcels

Cocoa City Boundary

0 200 400 Feet

P20230914-84001.0.3



430 Brevard Av Future Land Use

September 18, 2023

N

Subject Parcels

Future Land Use

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Mixed Use
- Institutional
- Recreation/Open Space

Parcels

Cocoa City Boundary

0 200 400 Feet

P20230914-84001.0.3

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

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10/13/2023

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Notary, State of WI, County of Brown

3/7/27

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CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL PROPOSES TO CONSIDER THE FOLLOWING:

PZ 23-0200008 Zoning Text Amendment | Ordinance 20-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SECTION 22, OF THE ZONING ORDINANCE OF THE CITY OF COCOA; AMENDING THE LANDSCAPING, LAND CLEARING, AND TREE PROTECTION AND REPLACEMENT STANDARDS OF THE CITY OF COCOA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PZ 23-0200007 Zoning Text Amendment | Ordinance 21-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW LARGE SCALE COMMERCIAL/MIXED-USE BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON
October 24, 2023
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Legislation Details (With Text)

File #:	23-674	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	10/19/2023		**In control:**	City Council	
On agenda:	10/24/2023		**Final action:**		
Title:	Adopt on SECOND READING, Ordinance 20-2023, a Zoning Text Amendment on the Landscaping, Land Clearing, Tree Protection and Replacement Standards of the City Code, providing for a repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability and an effective date. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 20-2023.pdf LEGAL AD (ORDINANCE 20-2023).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 19, 2023
Agenda Date: October 24, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Adopt on **SECOND READING,** Ordinance 20-2023, a Zoning Text Amendment on the Landscaping, Land Clearing, Tree Protection and Replacement Standards of the City Code, providing for a repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability and an effective date.

BACKGROUND:

The applicant, City of Cocoa, is requesting that the City Council consider an amendment of the Land Development Code Appendix A, Zoning, Article XIII, Section 22 of the Zoning Ordinance of the City of Cocoa to amend its tree preservation and replacement requirements, to amend the requirements for contribution to the City's Arbor Mitigation Fund in certain circumstances where tree replacement is not feasible, and to amend other tree-related objectives, in order to more equitably balance the interests of tree preservation and encouraging beneficial development within the City while maintaining the City of Cocoa's "Tree City USA" designation.

The City last substantially revised the Landscaping Requirements and Tree Protection and Preservations standards in 2020. After an examination of the Ordinance's impacts on developments since its adoption in 2020, the City proposes a zoning text amendment to create a new standard for Landscaping, Land Clearing and Tree Protection and Replacement that is intended to further tree

preservation initiatives and modify standards related to contributions to the Arbor Mitigation Fund. The Ordinance introduces a tree preservation credit system and clarifies the tree replacement standards. City staff has worked closely with the City Arborist in preparing the proposed Ordinance.

Project Name: Zoning Ordinance Text Amendment - Landscaping, Land Clearing and Tree Protection and Replacement Standards, Ordinance 20-2023
Project No.: PZ-23-02000008
P&Z Meeting: October 4, 2023
Applicant: City of Cocoa
Property Owner: N/A
Project Location: Various Residential Zoning Districts

Future Land Use Designation: Various

Zoning District: Various

Existing Land Use: N/A

Council District: City-wide

Legal Ad Date: October 13, 2023

I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objective of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The proposed amendment has been undertaken by the City of Cocoa as a result of a review of large-scale site plan developments undertaken in the city over the past 3 years. This review revealed that, very often, landscaping and tree removal plans submitted in conjunction with development projects resulted in the developers incurring large arbor mitigation contribution fees as a result of their proposals favoring payment and mitigation over tree preservation. The developers have regularly come to the city requesting relief from the estimated arbor mitigation fees. In some cases, Development Agreements have been utilized to provide full or partial waivers of the arbor mitigation in accordance with Section 15-21 of the City Code, which authorizes variances or waivers from applicable land development regulations of the City, provided that there is a bona fide need and the owner agrees to provide significant enhancements to the subject property that bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations and serve the public health, safety, and welfare of the citizens and

visitors of the City. However, the City desires to create an ordinance that may be applied without the need for discussion and negotiation of development agreements with such frequency related to arbor mitigation contribution fees. The City also desires to incentivize mature tree preservation and discourage “clear-cutting” in the hopes that developers will design around trees as much as possible.

As a remedy for this situation, the City of Cocoa has proposed the following broad categories of changes to the tree code, which are summarized below:

- Minimum tree planting requirements
- Preservation credits for trees being preserved
- Tree Replacement Standards
- Revised Arbor Mitigation policy
- Enhanced penalty section for land clearing or removal of trees without a permit.

Minimum Tree Planting Requirements. New minimum tree planting requirements have been created that deal with both the minimum number and size of trees for new construction. For new single family and duplex lots less than 7500 sq. ft. in size, no fewer than two trees per lot shall be planted and each tree shall be 8’ tall with a 3” diameter base and a two-foot spread. For single family and duplex lots 7,500 sq. ft. or greater, additional trees are required for each fraction of 4000 sq ft. per lot. For new commercial, industrial, multifamily and other developments, requiring site plan approval, no fewer than 6 trees per acre are required to be planted. The minimum tree planting requirements cannot be satisfied by contributing to the arbor mitigation fund.

Tree Preservation Credits. In order to encourage tree preservation, the City has created a tree preservation credit system. The former ordinance reserved tree credits (decreasing the tree replacements required on-site) only for specimen trees greater that 42” that were preserved. This proved to rarely occur, such that most developers received no reduction in tree replacement requirements even if it endeavored to save many trees onsite. The new ordinance provides one tree credit for every 12” of trees preserved on-site. The tree preservation credits offered are increased for specimen trees (over 24”) up to a maximum of 12 credits in order to encourage the retention of specimen trees and for developers to design around them. Further, the City will now offer additional credits for trees on land placed in perpetual public conservation with the City or conveyed to the City. Three additional tree credits will be provided for each tree, as defined within this ordinance, within areas above one-half acre and with a width not less than 75’.

TABLE 1 - Proposed Tree Credit Table for Reduction in Replacement Trees.

D.B.H of Preserved Tree	Reduction in Replacement Trees
6” - 23”	For every 12” preserved, 1 credit
24” - 35”	8 Credits
36” - 42”	10 Credits
Greater than 42”	12 Credits

Tree Replacement Standards. The Tree Replacement requirements are proposed to be significantly changed. First, the definition of a "tree" has been modified to include only those trees having a trunk diameter of six (6) inches rather than four (4) inches. This means that only trees having a trunk diameter of six (6) inches are required to be replaced if removed. In addition, currently, for each inch of a tree removed, an equivalent number of inches must be replaced, or an arbor mitigation bank contribution must be made for those inches of trees that are not feasible for replacement. The Ordinance proposes to move to a system in which a certain number of trees must be replaced for each tree removed, depending upon size of the tree removed, except in the case of specimen trees. In this system, the number of overall trees, and consequently the tree canopy, is intended to be preserved even if the number of inches is not immediately replaced. Tree replacements must be maintained for a minimum of 2 years, and it is intended that they will grow to maturity and will eventually replace the trees removed. To ensure adequate tree replacement, in number and sustainability, a minimum size and number of trees are required as shown in Table 2 - Tree Replacement Standards. Trees of 24" and above will be replaced with a minimum of 9 trees, with a diameter of 3". Trees larger than 24", Specimen Trees, will be replaced with a minimum of equivalent inches removed. Again, developers are incentivized to design around specimen trees because the replacements requirements are significant and remain based on inches.

TABLE 2 - Tree Replacement Standards

D.B.H. of Protected Tree	Number of Replacement Trees Required for Each Tree Removed	Minimum Size of Replacement Tree	Total Replacement Required (Inches)
6" - 12"	1	3"	3"
13" - 23"	4	3"	12"
24" and above (Specimen)	Minimum of 9	3"	Minimum 27" or equivalent to inches removed

Arbor Mitigation Contribution Fund. When the number of trees able to be planted in a development is smaller than the number of trees required for replacement, a contribution to the Arbor Mitigation Fund may be available. However, in no case will the contribution to the Arbor Mitigation Fund be a replacement for the minimum number of trees that are required to be planted described above. The table below highlights the cost per caliper inch not replaced at $100 per inch for trees 6" to 23", and a cost of $200 per inch for trees 24" and larger (specimen). For the first class of tree, the established amount may be reduced by submitting a single, reasonable quote from a professional arborist. This alters the current requirement where arbor mitigation contribution fees are determined by the average of three quotes obtained for the cost of the trees not replaced, plus installation and maintenance costs for two years following planting. The City has received multiple complaints from developers that it is very difficult to obtain the requisite number of quotes.

TABLE 3. Proposed Arbor Mitigation Fund fees

D.B.H of Removed Tree Not Replaced	Contribution to Arbor Mitigation Fund *
6" - 23"	$100.00 per inch not replaced

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24" and up (Specimen)	$200.00 per inch not replaced

* In lieu of the $100.00 per inch contribution for non-specimen trees not replaced, the applicant may submit a reasonable professional quote for the cost of the required replacement trees, plus installation costs, which may be deemed acceptable in the discretion of the City's arborist.

Penalties. This ordinance clarifies and increases the fines for tree removal without a permit. As a reminder, tree removal permits are not required for single-family and duplex lots that are actively used for single-family residential purposes, so this proposed change will not affect single-family and duplex lot owners. The Ordinance clarifies that the code enforcement board may impose daily fines for failure to obtain a tree removal permit. To come into compliance, a property owner will have to obtain an after-the-fact tree removal permit. This will require a tree survey (which may need to be created based on historical data) and compliance with tree replacement and mitigation fees as would ordinarily apply. Moreover, additional aggravated fines are imposed per tree removed up to $5,000 per tree as permitted by Florida law. Additional fines are clarified for land clearing by the ¼ acre and lastly for failure to abide by a cease-and-desist order.

Summary. In summary, this Ordinance furthers on and off-site tree preservation, enhanced tree preservation and replacement standards, specifies new arbor mitigation fees and increases fines to ensure compliance.

Following Staff analysis, the proposed amendments to the Zoning Ordinance, attached as Exhibit A, Ordinance 20-2023 are recommended to the Tree Board/Planning and Zoning Board.

If approved, the proposed amendment will impact residential zoning districts for single-family, duplex dwellings, multi-family, commercial, industrial and all new developments requiring site plans.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The proposed changes will not negatively impact existing neighborhoods and will help to clarify requirements regarding tree permits, tree mitigation and use of the Arbor Mitigation Fund. Having clear requirements will help with the enforcement of regulations for developers and homeowners alike. Furthermore, there will be no negative impacts on the City's level of service standards regarding these changes.

- **Objective 12.1.6: Hydrology, Vegetation and Wildlife.** Protect and conserve soils and native vegetation communities and maintain the natural functions of the City's ecological zones in a manner consistent with Goals, Objectives and Policies of the Future Land Use Element.

This proposed Ordinance was recommended for presentation to City Council at the October 4th Planning and Zoning Meeting.

Staff recommends adoption of Ordinance 20-2023.

STRATEGIC PLAN CONNECTION:

N/A

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BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Approved by the City Council 12/12/2018 - Ordinance 12-2018 Landscape Requirements Related to Tree Protection and Preservation.

Approved by the City Council 08/26/2020 - Ordinance 12-2020 for Landscaping Requirements, Amending Land Clearing and Tree Protection and Replacement Standards

Recommended by the Planning & Zoning Board on 10/4/2023 for presentation to City Council on Ordinance 20-2023.

First Reading approved October 10, 2023

RECOMMENDED MOTION:

Adopt on **SECOND READING,** Ordinance 20-2023, a Zoning Text Amendment on the Landscaping, Land Clearing, Tree Protection and Replacement Standards of the City Code, providing for a repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability and an effective date.

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ORDINANCE NO. 20-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SECTION 22, OF THE ZONING ORDINANCE OF THE CITY OF COCOA; AMENDING THE LANDSCAPING, LAND CLEARING, AND TREE PROTECTION AND REPLACEMENT STANDARDS OF THE CITY OF COCOA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City of Cocoa Tree Protection and Preservation Ordinance is codified in the City of Cocoa Code of Ordinances Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 22, Landscape Requirements, Subsection E, Tree Protection and Preservation;

WHEREAS, the City Council finds that trees benefit the City by decreasing urban noise, urban heat islands, air pollution, and flooding, by providing habitat for urban wildlife, and by contributing to property values and the character of the City; and

WHEREAS, the City Council desires to ensure that the City continues to realize the benefits provided by its urban forests, as recognized by its "Tree City USA," designation; and

WHEREAS, the City Council further desires to amend its tree preservation and replacement requirements, to amend the requirements for contribution to the City's Arbor Mitigation Fund in certain circumstances where tree replacement is not feasible, and to amend other tree-related objectives, in order to more equitably balance the interests of tree preservation and encouraging beneficial development within the City; and

WHEREAS, on the 4th day of October, 2023, the City's Planning and Zoning Board/Local Planning Agency reviewed this Ordinance, held a public hearing, and recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and reflect the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 22, of the Code of Ordinances of the City of Cocoa, Florida, is hereby amended as follows (underlined type indicated additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Section 22. It is intended that the text in Section 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance.):

* * *

APPENDIX A – ZONING

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 22. – Landscape Requirements.

* * *

(B) DEFINITIONS. [For the purpose of this section, certain words or terms used herein shall be interpreted as follows:]

* * *

Land clearing: The act of removing or destroying trees, ground cover, and other vegetation by manual, mechanical, or chemical means. Routine lawn mowing, sod replacement, planting of landscape material, shrub pruning, and shrub removal shall not be considered land clearing, provided no grade change occurs. Removal of understory by bush hog, forestry mulcher, or other means shall not be considered routine mowing ~~when preparing a property for construction or results in trees being removed, destroyed or severely damaged~~.

* * *

Tree: A woody or fibrous perennial plant with an upright trunk which normally grows, or is capable of growing, to an overall height of a minimum height of fifteen (15) feet in the central coastal area of Florida, and having a trunk diameter of ~~four (4)~~ six (6) inches or greater as measured diameter at breast height (d.b.h.) or four and one-half (4½) feet above actual grade

* * *

(D) ~~PLAN APPROVAL. Where a site plan is required in accordance with article 13, section 1, of the City of Cocoa Zoning Code, the landscape plan shall be submitted simultaneously with site plan. If a site plan is not required (i.e., parking lot), the landscape plan must be submitted before permits are issued. The landscape plan must indicate the following:~~

~~(1) Location and dimension of all required buffers;~~

~~(2) Location and dimension of all required internal landscaping;~~

~~(3) Location, size and description of all landscape materials;~~

~~(4) Property boundary;~~

~~(5) Location and area of off-street parking and vehicular use areas;~~

~~(6) Location of sprinklers and/or outlet locations;~~

~~(7) Calculations for the determination of internal landscaping requirements;~~

~~(8) Location of principal structure(s).~~

~~No permit shall be issued for building or paving unless site plan and/or landscape plan comply with these provisions. No certificate of occupancy shall be issued until the landscaping is complete and it shall be unlawful to occupy the premises unless the landscape plan has been approved, complied with, and received a final inspection from the enforcement official.~~

MINIMUM TREE PLANTING REQUIREMENTS. No certificate of occupancy shall be issued on the types of construction indicated below unless the underlying parcel has at least the required minimum number of approved trees:

1. Any new single-family or duplex dwelling unit on a lot of less than 7,500 square feet: not fewer than two trees on each lot. Each tree shall be at least eight feet tall with a 3 inch d.b.h. minimum and a two-foot spread. Palm trees shall have at least six feet of clear trunk.

2. Any new single-family or duplex dwelling unit on a lot equal to 7,500 square feet or greater: not fewer than two trees plus one additional tree for each 4,000 square feet or fraction thereof over 7,500 square feet on each lot. Each tree shall be at least eight feet tall with a 3 inch d.b.h. minimum and a two-foot spread. Palm trees shall have at least six feet of clear trunk.

3. Any commercial, industrial, multifamily or other structure requiring small-scale or large-scale site plan approval under the city land development regulations: no fewer than six trees per acre. However, this minimum tree planting requirement shall not apply to commercial or industrial developments on parcels that are two (2) acres or less.

The minimum tree planting requirements of this subsection shall not be eligible for arbor mitigation fund fees in lieu of replacement.

* * *

(E) TREE PROTECTION AND PRESERVATION.

(1) The provisions of this subsection (E) shall apply to the following:

(a) All vacant and undeveloped property.

(b) The open space areas of all developed property, except single-family or duplex lots.

(c) All public or private rights-of-way.

(2) The provisions of this subsection (E) shall not apply to the following:

(a) Single-family or duplex lots.

(b) Land clearing and tree removal activities authorized and preempted by state or federal law, which include, but are not limited to:

1. Removal of trees on residential property which pose ~~danger~~ an unacceptable risk to persons or property in accordance with F.S. § 163.045, for which no replacement trees will be required provided that the property owner possesses the documentation required by state law. For purposes of this subsection, "residential property" and "unacceptable risk" shall be defined as ~~property with a fully-constructed single-family home or duplex used for residential purposes, except as provided herein~~ provided in F.S. § 163.045, as may be amended. The term "residential property" for purposes of this subsection does not include multi-family residential property, common areas owned by a homeowners' or condominium association, vacant land zoned or designated residential or mixed-use (e.g., PUD, CBD, CN) on the city's official zoning map or future land use map, public rights-of-way, or land subject to particular landscaping, tree planting or preservation requirements pursuant to an executed development agreement, landscape easement granted to the city, or conservation easement.

2. Removal of trees by an electric utility to clear trees away from power lines in order to ensure the safe transmission of electricity to customers, as provided by Florida Statutes and Electric Tariff Rules, including the preemption under F.S. § 163.3209.

(3) *General requirements.*

(a) Except as provided in subsections (E)(2) and (E)(4)(c), no tree shall be removed without first obtaining a tree removal permit and no land shall be cleared without first obtaining a land clearing permit.

(b) All new applications for subdivision plats and site plans shall be accompanied by a tree removal and/or land clearing application at the time of initial submittal of the

plans so that due consideration may be given to protection of trees during the subdivision and/or site plan design process. If a site plan is not required (i.e., parking lot), a landscape plan must be submitted before permits are issued.

(c) No permit shall be issued for building or paving unless the site plan and/or landscape plan comply with these provisions. No certificate of occupancy shall be issued until the landscaping is complete and it shall be unlawful to occupy the premises unless the landscape plan has been approved, complied with, and received a final inspection from the enforcement official.

(4) *Permit requirements.*

(a) *Application contents.* Each application for a tree removal and land clearing permit shall state the reasons for requested removal of the tree(s) and vegetation and be accompanied by a tree inventory, consisting of a scaled drawing with a scale of one (1) inch equals fifty (50) feet or less, indicating:

1. Property boundaries and, if trees are proposed for removal from the right-of-way, the right-of-way boundaries.

2. The location of all individual trees, including the tree's common or scientific name, and measured diameter at breast height (d.b.h.) of trees on the property ~~within twenty (20) feet of any construction area or area to be disturbed on the property~~, except that individual trees within the building envelope (structure and seven and one-half (7 ½) feet around the perimeter), within the portion of any wetland that will not be disturbed, or within an existing conservation easement may be omitted.

3. Identification of all trees proposed for removal.

4. Identification of trees to be preserved ~~greater than forty-two (42) inches d.b.h. or relocated~~ and replacement tree credit requested for the preserved tree, if any. Replacement tree credit requested for preserved trees shall be based upon the values provided in Table 1.

5. The location of existing and proposed improvements, if any, including existing and proposed buildings and structures, proposed additions to existing buildings and structures, impervious surfaces (e.g. pool decks, drives, parking areas), stormwater retention areas, utilities, and other such improvements.

6. A replacement plan consistent with subsection (E)(5), indicating the means of compensating for the tree(s) to be removed and including the species and size of any replacement tree(s).

7. The number of caliper inches and type of replacement trees that cannot be planted on site and statement regarding the reasons that such replacements cannot be made on site, if any. ~~Where requesting to make a contribution to the Arbor Mitigation Fund, three (3) professional quotes for the required replacement trees, plus installation and two-year maintenance costs to the city shall be submitted.~~ Where the applicant requests to make a contribution to the Arbor Mitigation Fund to offset all or a portion of the required tree replacements, the amount which must be contributed to the Fund shall be based upon the values provided in Table 3. The calculation of the contribution shall be provided in the application.

8. If grade changes are proposed on the site, a grading plan drawn to scale shall be provided. In addition, a written statement shall be provided by a landscape architect or other competent professional indicating the probability of whether the grade change will result in the death of tree(s) intended to be preserved. Said statement shall immediately be brought to the attention of the city arborist at the time the application is filed and attached to the application.

9. A protection plan describing how preserved tree(s) shall be preserved on the site and adjacent properties during construction, tree removal and grading. This plan must address protection of the root system, crown, and stems of the trees, a means of supplying water and essential elements to the root system, and the proposed location of tree protection barriers.

10. An application requesting approval for land clearing without removal of trees must only include the property boundaries, identification of the area to be cleared drawn to scale, a statement of the reasons for removal of the vegetation in accordance with subsection (E)(6) below, and the seeding or mulching plan if required.

11. Landscaping plans shall include the location and dimension of all required buffers; location and dimension of all required internal landscaping; location, size and description of all landscape materials; location of sprinklers and/or outlet locations; location and area of off-street parking and vehicular use areas; location of all structures; and property boundaries.

Upon request, the enforcement official may permit an applicant to omit certain portions of the tree removal or land clearing application and inventory where compliance with the requirements set forth herein would be unnecessarily burdensome and would not be needed for the city to evaluate the application. Such applications may include those unrelated to new development of buildings, structures or infrastructure on the subject land and limited only to the removal of one (1) or more isolated and specific trees on already-developed land.

* * *

(d) *Duration of permit*. A tree removal or land clearing permit shall expire 90 days from the date of issuance for permits that are not issued in conjunction with an approved subdivision plat or site plan. Two extensions of 30 days each may be authorized by the building official, provided appropriate justification warrants, such as unusual weather, seasonal situations or inability to obtain permits from other agencies. Trees not removed during the life of the permit may not be removed without the issuance of a new permit based upon a new application.

(5) *Tree replacement.*

(a) As a condition of granting a tree removal permit, the applicant shall be required to replace trees being removed at its sole cost.

(b) Tree species. Whenever possible and practicable, trees should be replaced with the same species as those removed or, to encourage lower maintenance and water conservation and the planting of the right trees in the right place, trees listed on the UF/IFAS Florida-Friendly Plant Selection and Landscape Design List. When palm trees are used as a replacement tree, they must be capable of having a mature height taller than twelve (12) feet and cannot constitute more than thirty-five (35) percent of the total replacement inches required.

(c) Trees removed by the city. Except where tree board recommendation or approval is required in subsection (H)(1)(d) below, specimen trees removed by the city on public property or within the right-of-way and that are not within the building envelope (structure and seven and one-half (7 ½) feet around the perimeter) shall be replaced with either a tree of the same species or a tree of a different species that is more suitable for the location as determined by the city arborist or an arborist certified by the International Society of Arboriculture. The replacement trees shall be planted in a location deemed most appropriate by the director of public works or his or her designee.

(d) Replacement credit for trees preserved. To encourage the retention of existing ~~large~~ trees in the city, the following credits shall be applied to reduce the number of replacement trees required by this section, excluding ~~areas more than twenty (20) feet outside of the limits of any construction area or area to be disturbed,~~ wetland areas that are to remain undisturbed~~,~~ and existing conservation areas:

~~Preserved Tree size~~	~~Credit~~
~~Greater than 42" d.b.h~~	~~= 100% of caliper inches of each tree over 42" being preserved~~

TABLE 1.

D.B.H of Preserved Tree	Reduction in Replacement Trees* **
6" - 23"	For every 12" preserved, 1 credit
24" - 35"	8 Credits
36" - 42"	10 Credits
Greater than 42"	12 Credits

* One credit is equivalent to a 3" replacement tree.

** For each tree located within a public conservation area dedicated to the city as part of a development project or within an area to be conveyed to the city (excluding jurisdictional wetlands determined by the St. John's River Water Management District or the U.S. Army Corp of Engineers, or as depicted on the map of existing wetlands in the city comprehensive plan), three (3) additional replacement tree credits may be applied for each tree preserved within the area. However, the minimum tree planting requirements set forth in Subsection (D) shall still apply. Such public conservation area or land area conveyed to the city must be at least one-half acre with widths not less than 75 feet, unless otherwise approved by the city council.

(e) Size and number of replacement trees. Where replacement tree(s) are required, the appropriate number of trees shall be planted ~~such that the newly planted trees, in sum, are equivalent to the d.b.h. of the tree~~(s) ~~removed~~ as provided in Table 2, less any replacement credit for preserved trees. Further, trees ~~Trees~~ removed within the building envelope (structure and seven and one-half (7 ½) feet around the perimeter) shall not be required to be replaced. The replacement trees shall further have a minimum d.b.h., depending upon the diameter of the tree removed, as described in the table below. ~~For example, if a nine-caliper-inch tree were removed and no replacement credit for preserved tree available, the applicant must provide a total of nine caliper inches of tree replacements, with each replacement tree having a minimum d.b.h. of three (3) inches.~~

~~Diameter of existing Tree (Inches)~~	~~Minimum caliper (Inches) of each replacement tree~~
~~4 - 11~~	~~3~~
~~12 - 17~~	~~3~~
~~18 - 23~~	~~4~~
~~24 - 29~~	~~4~~
~~>30~~	~~6~~

TABLE 2 – Tree Replacement Standards

D.B.H. of Protected Tree	Number of Replacement Trees Required for Each Tree Removed	Minimum Size of Replacement Tree	Total Replacement Required (Inches)
6" – 12"	1	3"	3"
13" – 23"	4	3"	12"
24" and above (Specimen)	Minimum of 9	3"	Minimum 27" or equivalent to inches removed

~~(d)~~ (f) Arbor Mitigation Fund Alternative. An Arbor Mitigation Fund is established by the city to provide an option to make a fee payment to the city in lieu of providing the required replacement trees on site. The Arbor Mitigation Fund shall be a part of the city general fund, but is reserved exclusively for the design, acquisition, installation and maintenance of trees on public property or, in certain circumstances private property, the funding of studies related to the city's tree canopy, ~~or~~ the operation and maintenance of a public tree nursery, or expenses related to compliance with the City's Tree City USA designation, including public education and outreach and arbor day celebration expenses. Before approving planting trees on private property, the enforcement official must find that the trees will provide aesthetic benefits to many of the same citizens who would have benefitted from the installation of the trees on public property. The private property owner must be willing to sign a tree maintenance agreement with the city.

The arbor mitigation alternative may only be utilized as a last resort after all other design alternatives to provide required replacement trees and to preserve existing trees have been considered. The applicant must demonstrate that there is insufficient room on the site for required replacement trees due to:

1. Existing or proposed trees;
2. Existing or proposed structures, required parking, access driveways, stormwater retention areas, or utilities;
3. Land condition (e.g., topography, soil type);
4. Insufficient area for the tree to establish.

The arbor mitigation contribution shall be determined by the values established in Table 3. ~~current wholesale market value, as determined by the average of three (3) professional quotes, of the required replacement trees which cannot reasonably be accommodated on site, plus installation and two-year maintenance costs to the city. The quotes obtained shall clearly identify the required number of total replacement caliper inches, the number of~~

~~caliper inches for each replacement tree not able to be planted on site, and the species of tree.~~

TABLE 3.

D.B.H of Removed Tree Not Replaced	Contribution to Arbor Mitigation Fund
6" - 23"	$100.00 per inch not replaced*
24" and up (Specimen)	$200.00 per inch not replaced

* In lieu of the $100.00 per inch contribution for non-specimen trees not replaced, the applicant may submit a reasonable professional quote for the cost of the required replacement trees, plus installation costs, which may be deemed acceptable in the discretion of the City's arborist for purposes of determining the arbor mitigation fund contribution.

~~(e)~~ (g) Maintenance of replacement trees. All replacement trees shall be maintained in a healthy, living condition. Any such trees which die or become diseased or damaged within two (2) years of planting shall be replaced by the applicant. The city shall retain perpetual jurisdiction to ensure compliance with this requirement.

~~(f)~~ (h) Waiver. The board of adjustment may grant a waiver to provisions of this subsection where the applicant demonstrates that the literal interpretation of this section will deny the applicant reasonable use of the property or where such waiver can be demonstrated to be consistent with the purpose and intent of this section.

(6) *Land clearing.* The clearing of land includes the removal of trees and natural vegetation. The clearing of land is contrary to this ordinance except under the following conditions:

(a) Clearing of trails and transect lines.

(b) Clearing within a dedicated public or private easement or right-of-way for the purpose of construction, maintenance, or improvement of roadways, utilities, or drainage systems.

(c) Clearing of land for bona fide agricultural purposes.

(d) Clearing of land for which there exists an approved site plan or building permit and accompanying landscape plan.

(e) Other land clearing as approved by the city council

All land to remain bare for a period greater than sixty (60) days shall be seeded and/or mulched so as to prevent erosion and sedimentation.

(7) *Tree protection during construction.* During construction, protective barriers shall be placed so as to prevent the destruction or damaging of trees. Trees destroyed or receiving major damage shall be removed and replaced before occupancy or use unless approval has been granted under permit.

(8) *Tree exemptions.* The following tree species are exempted from these regulations:

(a) Schinus terebinthifolius (Brazilian Pepper).

(b) Melaleuca quinquenervia (Melaleuca, Cajeput).

(c) Metopium toxiferum (Poison Wood).

(d) Casvarina equisetfolia

Casvarina lepidophilia

Casvarina cumminghamiana (Australian Pine).

(e) Casvarina glauca (Brazilian Oak).

(f) Melaleuca leucadendra (Punk Tree).

(g) Enterlobium cyclocarpum (Ear Pod Tree).

(h) Morus Rubra (American Mulberry).

(i) Melia azedarach (Chinaberry).

(j) Citrus trees.

(k) All other undesirable trees, as specified in the Florida Exotic Pest Plant Council (FEPPC) Invasive Plant List.

(9) *Nuisances declared.* Any tree or trees that may be declared a nuisance or a threat to the health, safety, or welfare of the citizenry of the city and may be so deemed by the enforcement official. If declared a nuisance, the enforcement official shall, as provided in section 6-903 of the Code, cause notice to be served upon the owner to remove said trees. If necessary, the enforcement official may proceed to remove or abate the nuisance in the manner provided in section 6-903 of the Code.

(F) VARIANCES. Reserved.

(G) PENALTIES. Any person who violates this ordinance or causes such to be violated, shall be subject to action before the code enforcement board of the city. In addition to all other remedies set forth in ~~this section~~ the City Code or any applicable agreement between the city and a property owner, one (1) or more of the following civil fines shall apply to violations of this section:

(1) Failure to obtain a permit under subsection (E)(3): Fine of two hundred fifty dollars ($250.00) ~~per tree~~ for each day the person fails to obtain an after-the-fact tree removal permit after the time provided to comply by the code enforcement board or, if at least one specimen tree has been removed, five hundred dollars ($500.00) ~~per specimen tree removed~~ for each day the person fails to obtain an after-the-fact tree removal permit after the time provided to comply by the code enforcement board, or five hundred dollars ($500.00) per quarter acre of land cleared for each day the person fails to obtain an after-the-fact land clearing permit after the time provided to comply by the code enforcement board, whichever is greater~~, not to exceed five thousand dollars ($5,000.00)~~. Fines imposed for repeat violations shall be as provided in Chapter 162,

Florida Statutes, as may be amended. ~~The fine under this subsection is in addition to the fine provided in subsections (G)(2) or (3) for removal of a tree without a permit.~~ If the trees were removed or land was cleared in anticipation of a development project on the property, the City's Code Enforcement Board may, in its discretion, allow for up to one year for the developer to obtain approval of an after-the-fact tree removal permit in conjunction with approval of a site plan, site plan amendment, or subdivision preliminary plat approval. In order to obtain an after-the-fact tree removal permit, a tree survey shall be required as provided in this Section based on best available evidence of the trees that existed on the property prior to removal, such as aerial photographs. Restoration, replacement, and/or mitigation shall be required in order to obtain an after-the-fact tree removal or land clearing permit as provided in this Section, in addition to the aggravating penalties provided in subsections (G)(2), (3), (4), and/or (5) below.

(2) Notwithstanding the penalties in subsection (G)(1) for failure to obtain a permit, ~~Removal~~ for each individual tree removed ~~of a tree~~ without a permit: A fine ~~Fine~~ of ~~fifty~~ one hundred dollars (~~$50.00~~ 100.00) per caliper inch, not to exceed five thousand dollars ($5,000.00) per tree. Violations of this Section are considered irreparable and irreversible in nature. To the extent that a tree survey prepared during the course of applying for an after-the-fact tree removal permit reveals further inches removed, the City's Code Enforcement Board retains jurisdiction to adjust the fine.

(3) Notwithstanding the penalties in subsection (G)(1) for failure to obtain a permit, ~~Removal~~ for each individual specimen tree removed ~~of a specimen tree~~ without a permit: A fine ~~Fine~~ of one hundred fifty dollars (~~$100.00~~ $150.00) per caliper inch, not to exceed five thousand dollars ($5,000.00) per tree. Violations of this Section are considered irreparable and irreversible in nature. To the extent that a tree survey prepared during the course of applying for an after-the-fact tree removal permit reveals further inches removed, the City's Code Enforcement Board retains jurisdiction to adjust the fine.

(4) Notwithstanding the penalties in subsection (G)(1) for failure to obtain a permit, for each individual tree removed without a permit with inches removed unknown: A fine of five thousand dollars ($5,000.00) per tree. This subsection shall apply if trees are removed in a manner making it impossible to determine the number of inches removed, such as where all stumps of the trees are removed. Violations of this Section are considered irreparable and irreversible in nature.

(5) Notwithstanding the penalties in subsection (G)(1) for failure to obtain a permit, land clearing without a permit: A fine of five thousand dollars ($5,000.00) per each quarter acre cleared. This subsection may also be utilized if the number of trees removed cannot be determined. Violations of this Section are considered irreparable and irreversible in nature.

(~~4~~ 6) Notwithstanding the penalties in subsection (G)(1) for failure to obtain a permit, ~~Failure~~ failure to abide by a cease and desist order issued under this section: Fine of five hundred dollars ($500.00) per day.

* * *

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24 day of October, 2023.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
MONICA ARSENAULT
Interim City Clerk

Legal Ad Published:	09/26/2023
First Reading:	10/10/2023
Legal Ad Published:	10/13/2023
Effective Date:	10/24/2023

Legislation Details (With Text)

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File created:	10/5/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	Consider the Donation Application for the Brevard Schools Foundation's Jump Start Program in the amount of $1,000. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard School Foundation Donation App.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2023
Agenda Date: October 24, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Donation Application for the Brevard Schools Foundation's Jump Start Program in the amount of $1,000.

BACKGROUND:

Brevard Schools Foundation is requesting $1,000 for their new Jump Start Scholarship program. The scholarship will be matched nearly 3:1 and will be awarded to a low-income seniors to create a pathway for their future. As a sponsor, the City may specify the career field, designate the high school, and/or name the scholarship. It is then the intention of Brevard Schools Foundation to allow the high school to select the student who will be awarded with the Jump Start Scholarship.

Brevard Schools Foundation has implemented the successful Take Stock in Children mentor and scholarship program for over twenty-five years. They also work with Florida Prepaid to target different students.

After review from the City Attorney's Office, the following questions were posed and then addressed by Ms. Janice Kershaw with the Brevard Schools Foundation:

- If the City Council were inclined, could the City condition that the scholarship be used by a student residing in the jurisdictional limits of Cocoa? The City should certainly limit the scholarship to Cocoa High School students. Yes, that could be a condition; however, I would add that the student attends a Brevard Public High School.

- What are the criteria related to “low-income” for selection of the student? Documentation that the student (or family) receives benefits from **one of the following** programs, **based on income**:

a. Free and Reduced lunch (non-Title 1)• SNAP • TANF • Medicaid• HUD - must not exceed the “Very Low Income” HUD Eligibility threshold ***or***

b. Filed IRS 1040 Tax Return, Income listed demonstrates eligibility to participate in one of the above-mentioned programs.

c. Proof that the student is in Foster Care.

- Are there any other criteria the Foundation intends to impose?
  We would like to give preference to students who are in Career and Technical Education programs. Since this is only covers one-year at a state college, this would help them most in getting additional education/certifications needed to go to work. However, this would not be required. (Students may also use at university or technical school, but FPP calculates the credit hours differently.)

- How would the City be assured that the scholarship was used for its intended purposes?
  - Does the Foundation provide the funds directly to the school that the student enrolls in? The Foundation assigns the Florida Prepaid Scholarship account to the student, then Florida Prepaid activates and administers the scholarship.
  - What happens if the student doesn’t end up attending or drops out of the school early (prior to the 30 credit hours, which is 2 semesters’ worth of credits)? Will the City be refunded the remaining portion of the donation? No, the student has six years to use the scholarship. After that, it expires, with no refunds. This is part of the conditions of the generous match by Florida Prepaid and why it’s assigned to a senior with known intent on using it.
  - What kind of documentation does the Foundation intend to provide notifying the City of the selection of the student recipient? We can provide a notification letter and help arrange a presentation with the winner at a council meeting.
  - What kind of documentation will be provided evidencing payment of funds to an educational institution and the completion of the credits by the student? Florida Prepaid can provide proof of payment to the school. They do not show completion of semester. However, other education foundations “require” students to submit grades at end of each semester as part of acceptance of the scholarship and we can do the same.

Ultimately, staff is requesting that City Council consider the approval of the donation application request with the following conditions:

- Limit eligibility to a student attending Cocoa High School and also residing within the City limits.
- Require that the student submit their grades at the end of the semester
- Require proof of payment from Florida Pre-paid

The donation application is attached for Council’s review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested $1,000
Account Number 001-1000-511.48-00
Account Name Promotional Activities

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Donation Application for the Brevard Schools Foundation's Jump Start Program in the amount of $1,000.

DONATION APPLICATION REQUESTS:

PURPOSE:

In accordance with the City Charter, there must be a "municipal purpose" in order to be eligible to receive a donation. The donation is designed to assist organizations that build relationships and enhance the Cocoa community. A maximum of $1,000 may be awarded, based on funding availability, per fiscal year for local projects and programs. It is the goal of the City Council that funding these programs will promote stronger and healthier neighborhoods.

ELIGIBILITY:

Any organization **that serves Cocoa residents,** may apply.

- Organization is in good standing and licensed to do business in Florida;
- Provides a service beneficial to the citizens of the City of Cocoa;
- Does not receive funding from any other City source e.g. CDBG funds, RDA funds;
- Has not already been awarded funding within the same fiscal year;
- Organization has not violated terms of previous fiscal year awards;
- Organization does not have any past due fees and taxes owed to the City.

Funds provided by the City are not intended to be used for cash scholarships, sub-grants, or sub-awards. They are to be used by the organization applicant. To clarify, however, membership scholarships for needy children, such as Little League, would be eligible. In-kind services from the City that may be requested include, but are not limited to, the following:

- Personnel time (police, fire, public works personnel);
- Waiver of fees for permits, banners, rental of facilities;
- Use of City equipment.

Donations are on a first come, first serve basis whether in-kind or monetary and the maximum amount awarded to any recipient is $1,000 per fiscal year. If the donation is in-kind, upon Council approval the requested funds will be transferred to the appropriate account to cover the costs of the donation.

PROJECT SELECTION:

Applications will be scored on the criteria contained in the application. A minimum score of 45 points must be obtained to be eligible to receive funding. Please make sure that all requested information is provided at the time of submittal. Successful applications will:

- Provide a service to Cocoa residents that enhance the community;
- Provide proof of non-profit status;
- Submit a Use of Funds Statement outlining the request from the City, statement of project impact, goals, and objectives as outlined in the Grant Application;
- Spend allocated funds within the specified fiscal year;

- Appoint a point of contact;
- Involve Cocoa residents whenever possible;
- Provide an After Action Statement, along with a Material Purchases Schedule identifying how City funds were expended.

Funds donated by the City are to be used for the sole purpose delineated in the submitted application unless unforeseen circumstances arise which affect the use of donated funds (e.g. natural or man-made disaster). The organization will be responsible for reporting any changes to the application to the City Clerk as soon as possible. If the monetary donation was for a special event and the event is canceled due to events outside of the organization's control such as inclement weather and the event cannot be rescheduled, the City Manager will have the authority to waive repayment requirements. The City Manager will have the discretion to request the reimbursement of City funds if the organization's justification for the change is not reasonable. If the City's donation was for in-kind staff time and the event is re-scheduled, the organization will have to coordinate with staff and the donation may not be possible.

Failure to adhere to the above requirements will result in denial of future application requests and possible forfeiture of funds already committed.

APPLICATION DEADLINE:

As of the initial date of adoption of this policy, the City Manager, through his designee, the City Clerk, will handle the processing of requests for any monetary contributions or donations. Each applicant must submit a Donation Application Request (Appendix C) with all attachments directly to the City of Cocoa's City Clerk's Office. All requests submitted directly to the City Council will not be considered for eligibility but will be referred to the City Clerk's Office for an application.

Carie Shealy, City Clerk
65 Stone Street
Cocoa, FL 32922

Requests for a monetary contribution for a special event must be submitted to the City Clerk's Office a minimum of 60 days prior to the date of the event. The Donation Application Request does not eliminate the need to complete a Special Events application. The City's Special Events application is required for planning and coordinating purposes, not donations.

Donation Application Request forms will be accepted on a first-come, first-served basis and will be reviewed internally by an employee of the City Clerk's Office, the Finance Department, and OMB. Those applications that meet the minimum criteria will be submitted to the City Attorney to insure that the contribution request is consistent with the City Charter and applicable law. Requests that meet **ALL** minimum criteria will be forwarded to the City Council for action. The Council shall have the sole and absolute discretion to approve or deny any donation request. An applicant whose application does not meet the minimum criteria will be notified in writing that the request will not be forwarded to the City Council for further action. Any questions or comments please call (321) 433-8484.

Please refer to *OMB Policies & Procedures, Section III. Specific Policies, B. Donation Policy* for more information. Adopted by Cocoa City Council 04/11/2006.

65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Brevard Schools Foundation

FEDERAL ID #: 59-2895155

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: 2700 Judge Fran Jamieson Way

CITY/STATE: Viera, FL **ZIP:** 32940

CONTACT PERSON: Janice Kershaw **TITLE:** President/CEO

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321.633.1000 ext. 11754 **FAX #:** 321.633.4646

EMAIL ADDRESS: kershaw.janice@brevardschools.org

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: $4,296,917

PROJECT INFORMATION:

NAME OF PROJECT: Jump Start Scholarship

TOTAL PROJECT COST: $ 1,300

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF MONETARY REQUEST: $ 1,000

AMOUNT OF IN-KIND REQUEST: $

COUNCIL DISTRICT: [x] CITYWIDE [ ] DISTRICT 1 [ ] DISTRICT 2 [ ] DISTRICT 3 [ ] DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: Scholarship for 1 student at Cocoa High

 # OF COCOA RESIDENTS TO BE SERVED: Scholarship for 1 student at Cocoa High

(20 POINTS)

NEW PROGRAM?: [x] YES [ ] NO (10 POINTS)

EXPANDED PROGRAM?: [ ] YES [x] NO

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Brevard Schools Foundation

Project Name: Jump Start Scholarship

		YES	NO
1	Completed Application	x	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	x	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	x	
4	Exhibit C - Project Objectives	x	
5	Exhibit D - Use Of Funds Statement	x	

Please send original application with requested attachments to:

City of Cocoa

Carie Shealy, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at 433-8484 . Thank You.

Exhibit A

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C - 1130
ATLANTA, GA 30301

NOV 0 2 1992

DEPARTMENT OF THE TREASURY

Date: OCT 2 8 1992

Employer Identification Number:
59-2895155
Contact Person:
ROBERTA VAN METER
Contact Telephone Number:
(404) 331-0927

BREVARD SCHOOLS FOUNDATION INC
ATTN MARILYN L JONES
EDUC SVCS FACILITY
2700 ST JOHNS STREET
MELBOURNE, FL 32940-6699

RECEIVED
NOV 1 0 1992
Community Relations Department

Our Letter Dated:
February 3, 1989
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

Exhibit B

Brevard Schools Foundation - Consolidated				Board Approved: 6/29/23		
2023-24						
Budget						
	Consolidated 2023-24	ADMIN 10	TSIC 15	SCHOOL SUPPORT 50	SCHOLAR-SHIPS 60	SUPPLY ZONE 70
REVENUES						
Contributions (410000)	$ 2,325,952	$ 267,291	$ 82,682	$ 1,808,264	$ -	$ 167,715
Admin Fees (410000)	$ 59,086	$ 59,086	$ -	$ -	$ -	$ -
Endowments (480000)	$ -	$ -	$ -	$ -	$ -	$ -
Grants (450000)	$ 842,279	$ -	$ 142,732	$ 663,168	$ -	$ 36,379
In-Kind Revenues - SB (471000)	$ 96,665	$ 16,535	$ 16,255	$ -	$ -	$ 63,875
In-Kind Revenues - All Others (470000)	$ 120,367	$ 28,367	$ 12,000	$ 60,000	$ -	$ 20,000
In-Kind Revenues - School Supplies	$ 217,000	$ 17,000	$ -	$ -	$ -	$ 200,000
Scholarships (420000)	$ 237,000	$ -	$ 147,000	$ -	$ 90,000	$ -
Special Events/Fundraising (430000)	$ 387,500	$ 142,500	$ 150,000	$ 95,000	$ -	$ -
P/Y Transfer from Fund Balance Carry Forward		$ -				$ -
Total Revenues before interest income	$ 4,285,849	$ 530,779	$ 550,669	$ 2,626,432	$ 90,000	$ 487,969
EXPENSES						
Accounting Fees (701000)	$ 18,700	$ 13,125	$ 3,750	$ -	$ -	$ 1,825
Advertising (702000)	$ 4,625	$ 3,000	$ -	$ 1,000	$ -	$ 625
Awards and Prizes (703200)	$ 249,440	$ 5,000	$ -	$ 244,440	$ -	$ -
Labor Expense (704560)	$ 53,867	$ 20,000	$ -	$ 33,867		$ -
Contract Services (704550)	$ 102,741	$ 22,462	$ 7,199	$ 71,000	$ -	$ 2,080
Creative Projects (705000)	$ 50,000	$ -	$ -	$ 50,000	$ -	$ -
Dues (706000)	$ 5,339	$ 3,212	$ 918	$ -	$ -	$ 1,209
Employee Health Insurance (722300)	$ 48,955	$ 26,161	$ 13,740	$ -	$ -	$ 9,054
Event Expenses (709000)	$ 254,370	$ 39,195	$ 22,700	$ 166,475	$ -	$ 26,000
Fees (708000)	$ 44,580	$ 9,672	$ 8,877	$ 15,000	$ 10,000	$ 1,031
In-Kind Expenses - SB (725500)	$ 108,497	$ 28,367	$ 16,255	$ -	$ -	$ 63,875
In-Kind Expenses - All Others (725400)	$ 109,000	$ 17,000	$ 12,000	$ 60,000	$ -	$ 20,000
In-Kind Expenses - inventory (725800)	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
Insurance (713100)	$ 7,013	$ 4,283	$ 1,738	$ -	$ -	$ 991
Memberships & Organizations (708500)	$ 1,370	$ 959	$ 274	$ -	$ -	$ 137
Office Maintenance Agreements (715700)	$ 13,405	$ 9,384	$ 2,681	$ -	$ -	$ 1,341
Payroll Tax, Employer (716000)	$ 45,128	$ 27,026	$ 11,458	$ -	$ -	$ 6,643
Postage and Shipping (718500)	$ 10,000	$ -	$ -	$ -	$ -	$ 10,000
Printing & Publications (717000)	$ 2,050	$ 1,450	$ 400	$ -	$ -	$ 200
Fundraising/ Community Relations(717500)	$ 910	$ 637	$ 182	$ -	$ -	$ 91
Salaries/Wages (722000)	$ 557,787	$ 333,519	$ 142,371	$ -	$ -	$ 81,898
Salaries/Wages Vacation (722000)	$ 30,467	$ 19,180	$ 8,712	$ -	$ -	$ 2,574
School Grants & Allocations (724000)	$ 370,000	$ -	$ -	$ 370,000	$ -	$ -
School Grants & Allocations Direct Funding (724100)	$ 1,043,738	$ -	$ -	$ 1,043,738	$ -	$ -
Supplies (728000)	$ 74,950	$ 2,300	$ 650	$ 68,000	$ -	$ 4,000
Supplies - Purchased Inventory (728100)	$ 28,000	$ -	$ -	$ -	$ -	$ 28,000
Training & Prof. Development (704000)	$ 345,134	$ 4,910	$ 890	$ 338,854	$ -	$ 480
Travel (732000)	$ 73,500	$ 4,600	$ 5,600	$ 60,000	$ -	$ 3,300
Tuition/Prepaid Scholarships (733000/732000)	$ 425,800	$ -	$ 338,800	$ -	$ 87,000	$ -
Staff Time Transfer (714000)	$ -	$ (133,371)	$ 38,449	$ 62,237	$ -	$ 32,685
Technology expenses	$ 3,780	$ 1,940	$ 240	$ -	$ -	$ 1,600
Simple IRA Expense - Employer Contributions (716200)	$ 13,771	$ 9,493	$ 2,724	$ -	$ -	$ 1,554
Transfer from Reserves or P/Y Fund Balances	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ 4,296,917	$ 473,505	$ 640,608	$ 2,584,611	$ 97,000	$ 501,194
NET SURPLUS (LOSS) BEFORE INTEREST	$ (11,067)	$ 57,275	$ (89,939)	$ 41,821	$ (7,000)	$ (13,225)
Interest Income (460000)	$ 94,000	$ 30,000	$ 40,000	$ 5,000	$ 15,000	$ 4,000
NET SURPLUS (LOSS)	$ 82,933	$ 87,275	$ (49,939)	$ 46,821	$ 8,000	$ (9,225)

Exhibit C: Project Impact

Jump Start is a unique scholarship program designed to create a pathway for deserving high school seniors to jump start their future through need-based scholarships for post-secondary education. With a 3:1 match value, there's no greater time for the City of Cocoa to leverage scholarship dollars.

WHY: The Problem

· Nearly 487,000 Floridians are unemployed, yet Florida has more than 500,000 open jobs – many of them in high-skill, high-wage industries, according to the Florida Chamber of Commerce.
o A technical or vocational certification can train students in these high-demand careers without the high cost of a traditional four-year degree.
· Florida has set a goal to rise from a low-ranked state to become first in workforce education. Legislation passed in June 2019 formally establishes the goal of 60% of working-age Floridians with a degree or high-value credential by 2030.
· According to the Florida College Access Network, 29% of students who did not enroll in college in the fall of 2022 cited "couldn't afford to go to college" as a reason.
· Post-secondary enrollments have been on the decline -- with low-income students being impacted the most.
o The most recent end-of-year data on college system enrollment showed a system-wide enrollment of 293,493 students for the 2020-21 academic year. o Estimates for the 2021-22 academic year from the state Office of Economic and Demographic Research reflect a statewide enrollment decrease of 5.5% decrease, or a decline of 16,214 students.

WHAT: The Solution

· The Consortium of Florida Education Foundations and the Florida Prepaid College Foundation have teamed up to offer Jump Start to local education Foundations, like Brevard Schools Foundation. For $1,300, we can help position students for post-secondary success, the Consortium and participating local education foundations are providing Jump Start scholars know-how-to-go support with financial aid, life skills and career exploration through virtual and/or in-person workshops.
· The Jump Start scholarship covers tuition for 30 credit hours at the Florida state public college rate at a FPCF approved institution in Florida, including Florida technical colleges, community colleges and state universities.
· A Jump Start scholar can use their prepaid tuition scholarship at a Florida technical college and walk away with a career in a year! Scholarships can also be the critical first step to a two- or four-year degree for students interested in more traditional college routes and careers like teaching, nursing and computer science.
· When communities increase the proportion of residents with a postsecondary credential or degree, the whole community benefits through a higher tax base, lower crime rates and healthier citizens.

HOW: Your Role

The City of Cocoa can change the trajectory of students in Cocoa by sponsoring a Jump Start scholarship providing a nearly 3:1 match value! By becoming a Jump Start sponsor, the City can purchase scholarships at a fraction of their value and provide a life-changing opportunity to a promising high school senior and contribute to the economic future of the City of Cocoa.
· The value of the scholarships for recipients is more than $3,000, but the cost for supporters is just $1,300/scholarship to purchase.
·The City can specify career fields, designate Cocoa High, and/or name the scholarship.

· Join In. Jump Start.

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Brevard Schools Foundation Project Name: Jump Start Scholarship

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	Yes [X] No [ ]	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	Number [1]	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	Yes [X] No [ ]	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	Yes [X] No [ ]	20

6. COMMENTS:

Staff recommends that City Council condition that the scholarship be used by a student residing in the jurisdictional limits of Cocoa.

Total Score 110

Minimum threshold met?: Yes [X] No [ ]

Forwarded to City Attorney for review: Yes [X] No [ ] Date: 8/18/23

Meets municipal purpose?: Yes [X] No [ ]

City Council: _____ **Approved:** Yes [ ] No [ ]

Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name:_____
Fiscal Period:_____

INCOME	AMOUNT
Support	
Govt. grants	$
Foundations	$
Corporations	$
United Way	$
Individual contributions	$
Fundraising efforts	$
Membership income	$
In-Kind support	$
Investment income	$
Other (specify	$
	$
	$
Revenue	
Govt. contracts	$
Earned Income	$
Other (specify)	$
	$
TOTAL INCOME	$

EXPENSES	AMOUNT
Salaries and wages	$
Insurance and Benefits	$
Professional fees	$
Fundraising costs	$
Travel	$
Equipment	$
Printing fees	$
Telephone/Utilities	$
Postage	$
Rent	$
In-Kind expenses	$
Depreciation	$
Other (specify)	$
	$
TOTAL EXPENSES	$

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

   Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes__x__ No_____ If yes, briefly describe. (10 POINTS)

   As sponsor, the Council may specify the career field, designate the high school, and/or name the scholarship. It is our intention to allow the high school to select the student who will be awarded with the Jump Start scholarship.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

   Brevard Schools Foundation has implemented the highly successful Take Stock in Children mentor and scholarship program for more than 25 years. Jump Start also works with Florida Prepaid to target different students. We are required to make a pledge to Florida Prepaid by the end of September and purchase scholarships from Florida Prepaid within 120 days of assignment to selected scholars. Deadline to assign scholarships and provide required recipient information and documentation to Florida Prepaid is July 1, 2024.

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Janice Kershaw — **Signature of Authorized Representative**

August 15, 2023 — **Date**

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: August 15, 2023 **Project Dates:** September 30, 2023-June 30, 2024

Organization: Brevard Schools Foundation **Project:** Jump Start Scholarship

1.) Please list the in-kind services requested from the City, along with the dates and times required: n/a

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

$1,000 is requested to purchase a Jump Start scholarship from Florida Prepaid, to be matched nearly 3:1. The scholarship will be awarded to a low-income senior to create a pathway for their future. The City of Cocoa will have the option of specifying the career field, designating a high school and/or naming the scholarship.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Janice Kershaw — **Project Administrator**

August 15, 2023 — **Date**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Amy Campbell — **Project Financial Officer**

August 15, 2023 — **Date**

City of Cocoa
After Action Statement
(To be submitted after completion of project/event)

Date: _____ **Project Dates:** _____

Organization: _____ **Project:** _____

1.) Provide a follow-up to the event, including a description and success of the activity, attendance, etc: _____

2.) Were the Cocoa provided monetary funds and/or in-kind services helpful? _____

3.) Additional Comments: _____

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

_____ _____
Project Administrator **Date**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

_____ _____
Project Financial Officer **Date**

Attach any back up documentation, pictures, newspaper stories, etc.

Approved 04/06

Donation After Action

City of Cocoa

Material Purchases Schedule

To be attached when utilizing City of Cocoa funds to purchase or rent materials

Submit with the After Action Statement

Date: _____

Grantee: _____ Project: _____

Vendor Name	Vendor Invoice #	Check # and Date	Project Cost	General Description

TOTAL $ _____

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

X: _____ _____

Project Administrator Date

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

X: _____ _____

Project Financial Officer Date

Legislation Details (With Text)

File #:	23-666	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	10/17/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	Consider the appointment of a Qualified Candidate to fill the vacancy and unexpired term of City Council District 3 Seat through November, 2024. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2023-117 (Declaring a Vacancy for City Council Seat #3).pdf 23-650.pdf Barringer, Matthew Redacted.pdf Boisvert, Don_Redacted.pdf Sengel, Russell_Redacted.pdf Weeks, Patricia_Redacted.pdf Weiss, Marlene Redacted.pdf Legal Ad 9434485.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2023
Agenda Date: October 24, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Anthony A. Garganese, City Attorney

Through: Stockton Whitten, City Manager
Requested Action:
Consider the appointment of a Qualified Candidate to fill the vacancy and unexpired term of City Council District 3 Seat through November, 2024.

BACKGROUND:

At the October 10, 2023 City Council Meeting, a vacancy was declared via Resolution No. 2023-117 due to the resignation of Councilman Rip Dyal. In recognition of the requirements under City Charter, Article III, Section 10 (a), that specify the timeframe required to fill the Council Seat vacancy and unexpired term, two options were provided to City Council.

City Charter, Article III, Section 10 (a) states that "*A vacancy in a councilmember's office shall occur upon the death, resignation, removal from office as authorized by law, or forfeiture of office of the councilmember. In the event of such a vacancy, it shall be the duty of the remaining members, absent*

the councilmember that created the vacancy, at either of the next two regular meetings following the creation of such vacancy, to select a duly qualified citizen to fill said vacancy until the next general election; except that no such appointment shall be made during the period between any election and the time the newly elected councilmembers are seated. Appointment of such person shall be by the affirmative vote of three (3) councilmembers."

At the regular City Council meeting held on October 10, 2023, City Council was provided two options of action they can take in order to fulfill the vacancy. It was decided by City Council to go with Option #2, which was:

(*2) The City Council can take a more structured approach and require that a public notice be published in various places advising interested candidates to file an application for serving in the District 3 seat by 12:00 p.m., Wednesday, October 18, 2023. Candidate application packages that were timely submitted to the Office of the City Clerk will be reviewed to determine whether the person is qualified to serve in Seat 3.*

Five candidates timely submitted applications to be considered for the appointment. Completed candidate applications will be distributed to the City Council with the publication of this Agenda packet.

The Candidates are (alphabetically):

- Matthew Barringer
- Don Boisvert
- Russel Sengel
- Patricia Weeks
- Marlene Weiss

All candidates that have submitted applications of interest are deemed complete to serve as a City Council member in District 3 based on information provided. At this time, the City Council should deliberate and determine whether a majority of the City Council (3 votes) desire to appoint one of the candidates to fill Seat 3 pursuant to City Charter.

As such, the City Council has a "duty" to attempt to fill the vacancy, by majority vote of at least 3 of the remaining City Councilmembers. If a majority of the City Council cannot agree on a candidate to appoint this evening, the item will be moved to the November 14 City Council Agenda.

In the event City Council does not appoint a duly qualified person to fill the Seat 3 vacancy by the end of the regular City Council meeting on November 14th, the City Clerk will be required to commence the process of qualifying candidates and scheduling a special election to fill the vacancy in Seat 3 in accordance with Article III, Section 10 of the City Charter. If a special election is required, the special election would likely not occur until early 2024.

Applications and backup information are attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

At the Regular City Council Meeting on October 10, 2023, City Council approved Resolution No. 2023-117 recognizing the resignation of Councilman Rip Dyal and declared a vacancy in Seat 3 of the City Council. City Council approved option two to advertise for interested candidates to file an application for serving in the District 3 Seat.

RECOMMENDED MOTION:

Consider the appointment of a Qualified Candidate to fill the vacancy and unexpired term of City Council District 3 Seat through November, 2024.

RESOLUTION NO. 2023-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, OFFICIALLY RECOGNIZING AND DECLARING A VACANCY IN SEAT 3 OF THE CITY COUNCIL, PURSUANT TO ARTICLE III, SECTION 10 OF THE CITY CHARTER, PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article III, Section 11 of the City Charter, the City Council is the sole judge of the election and qualifications of its members; and

WHEREAS, a vacancy in a councilmember's office shall occur upon the death, resignation, removal from office as authorized by law, or forfeiture of office of the councilmember; and

WHEREAS, the City Council desires to recognize that Councilmember Rip Dyal has resigned his District 3 seat effective October 10, 2023; and

WHEREAS, in recognition of the resignation of Councilmember Rip Dyal, the City Council desires to officially declare Seat 3 on the City Council vacant pursuant to Article III, Section 10(a) of the City Charter; and

WHEREAS, due to the creation of the vacancy, the City Council intends to exercise its duty to attempt to appoint, by majority vote of at least three remaining councilmembers, a duly qualified citizen to fill the vacancy during the next two duly held regular City Council meetings, or the City Clerk will schedule a special election to fill the vacancy for the balance of the unexpired term; and

WHEREAS, this Resolution is hereby deemed by the City Council to be in the best interest of the City of Cocoa.

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

SECTION 1. Vacancy on City Council.

(A). Pursuant to Article III, Section 10(a) of the City Charter, the City Council hereby officially recognizes and declares City Council Seat 3 vacant due to the resignation of Councilmember Rip Dyal. Said declaration and vacancy shall be deemed effective on October 10, 2023, pursuant to this Resolution.

(B). Pursuant to Article III, Section 10 of the city Charter, the City Council shall exercise its duty to attempt to appoint, by majority vote of at least three remaining councilmembers, a duly qualified citizen to fill the vacancy. The appointment shall be made at either of the next two (2) duly scheduled and held regular City Council meetings. If the City Council fails to fill the vacancy by appointment within the time prescribed by the City Charter and this Resolution, the

City Clerk shall be required to schedule a special election pursuant to the provisions of the Article III, Section 10(b) and Article XVII, Section 5 of the City Charter to fill the vacancy for the unexpired term.

SECTION 2. Repeal of Prior Inconsistent Resolutions.

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

SECTION 3. Severability.

Should any section or provision of this Resolution, or any portion hereof, any paragraph, sentence, or work 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 4. Effective Date.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 10th day of October 2023.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, Interim City Clerk

File #: 23-650, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2023
Agenda Date: October 10, 2023
Prepared By: Stockton Whitten, City Manger
Through:
Requested Action:
Approve Resolution No. 2023-117 recognizing the resignation of Councilman Rip Dyal and declaring a vacancy in Seat 3 of the City Council. Take whatever action the City Council deems legally necessary to fill the Seat (District) 3 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter.

BACKGROUND:

Councilman Rip Dyal has advised the Council by text message of his resignation of Seat (District) 3 effective today, October 10, 2023.

City Charter, Article III, Section 10 (a) states that *"A vacancy in a councilmember's office shall occur upon the death, resignation, removal from office as authorized by law, or forfeiture of office of the councilmember. In the event of such a vacancy, it shall be the duty of the remaining members, absent the councilmember that created the vacancy, at either of the next two regular meetings following the creation of such vacancy, to select a duly qualified citizen to fill said vacancy until the next general election; except that no such appointment shall be made during the period between any election and the time the newly elected councilmembers are seated. Appointment of such person shall be by the affirmative vote of three (3) councilmembers."*

As such, the City Council has a "duty" to attempt to fill the vacancy, by majority vote of at least 3 of the remaining City Councilmembers, at either of the next two regular Council meetings. The next two regular City Council meetings are scheduled for October 24, and November 14, 2023.

Given that the vacancy is related to Seat (District) 3, any person appointed to fill the vacancy must meet all of the qualifications for Seat 3 in order to serve on the City. Specifically, pursuant to Article III, Section 1 of the City Charter, that person *"shall have been domiciled within the district … for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember."*

Any person appointed by the City Council to serve in Seat 3 will serve the remaining balance of the existing four (4) year term which will expire at the general election held in November of 2024.

At this time, the City Council is working under a tight time frame per the City Charter. Generally, the City Council has the following two options for appointing a duly qualified person to fill the vacancy

and serve as a Seat 3 City Councilmember:

1. The City Council can take a less structured approach and leave it up to each City Councilmember to nominate one or more duly qualified persons for consideration by the City Council. Again, the nominations must occur at either the October 24th or November 14th, 2023 meeting, or

2. The City Council can take a more structured approach and require that a public notice be published in various places advising interested candidates to file an application for serving in the District 3 seat by 12:00 P.M., Tuesday, October 17, 2023. Candidate application packages that are timely submitted to the Office of the City Clerk will be reviewed to determine whether the person is qualified to serve in Seat 3.

Regardless of the option chosen, candidates must be qualified. The City Council may also interview candidates including, if necessary, holding one or more special meetings to consider and interview candidates willing to serve on the City Council as a Seat 3 Councilmember. However, any special meeting must occur prior to the November14, 2023 regularly held City Council meeting.

Any appointment of a qualified person made by the City Council to fill the vacancy will be effective immediately upon acceptance by the person and upon the candidate taking the oath of office.

The City Council must appoint a duly qualified person to fill the Seat 3 vacancy by the end of the regular City Council meeting on November 14th, or the City Clerk will be required to commence the process of qualifying candidates and scheduling a special election to fill the vacancy in Seat 3 in accordance with Article III, Section 10 of the City Charter. If a special election is required, the special election would likely not occur until early 2024.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

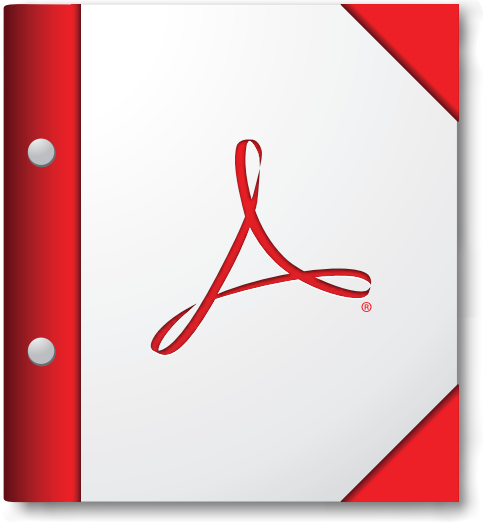
N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution 2023-117 and take whatever action the City Council deems legally necessary to fill the Seat (District) 3 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter.



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

RECEIVED
Office of the City Clerk
OCT 12 2023
Time: _____

CITY OF COCOA
APPLICATION FOR SEAT/DISTRICT 3 CITY COUNCIL VACANCY
(REMAINDER OF UNEXPIRED FOUR-YEAR TERM)

The City Council will consider appointing a qualified person to serve as a Seat/District 3 City Councilmember. The appointment will be for the remaining balance of the unexpired term which expires in November 2024. The appointment shall be at the sole and absolute discretion of the City Council pursuant to the powers vested in the City Council by City Charter and applicable law.

The City Charter requires that any person serving on the City Council for Seat/District 3 must be domiciled in District 3 for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember. Further, City Code requires prospective and existing board members to fill out an application. Consent to a standard criminal background check is required[1]. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: DON BOISVERT Application Date: 10-11-23

Street Address, Including Zip Code: 285 OUTER DR COCOA FL 32926

Phone Number(s): Home: _____ Work: _____ Cell: 321-349-6789

Place of Business: RETIRED

Title/Position Held: _____

Date of Birth: [redacted]

Email Address: DBOISVERT2@CFLRR.COM.

ELIGIBILITY

Have you been domiciled within District 3 for at least 1 year prior to the date of this Application?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in the City of Cocoa, Florida?	Yes	✓	No	____
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.	Yes	____	No	✓

[1] the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board? Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ 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. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on the City Council. 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 City Council. PLEASE INCLUDE A CURRENT RESUME IF AVAILABLE.

DO WHAT BEST FOR RESIDENT OF COCOA AND THE EMPLOYEE'S

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

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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) and any other forms required by law to serve on the City Council.
4. If appointed to serve on the City Council, I acknowledge that this is my obligation and duty to comply with the following:

    a. Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
    b. Florida Sunshine Law (Florida Statutes, Chapter 286)
    c. Florida Public Records (Florida Statutes, Chapter 119)
    http://www.flsenate.gov/Statutes
    d. Applicable City Council Rules of Procedure and Code of Conduct
    e. Applicable City Charter provisions.

Signature: _____ Date: 10-11-2023

Social Security No: [redacted]

Drivers License No: [redacted]

This form must be fully completed and returned to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

THE DEADLINE TO FULLY COMPLETE AND SUBMIT THIS FORM AND OTHER APPLICABLE QUALIFIYING DOCUMENTS SHALL BE WEDNESDAY, OCTOBER 18, 2023 AT NOON. LATE FILINGS WILL NOT BE ACCEPTED.

CITY OF COCOA
APPLICATION FOR SEAT/DISTRICT 3 CITY COUNCIL VACANCY
(REMAINDER OF UNEXPIRED FOUR-YEAR TERM)

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The City Charter requires that any person serving on the City Council for Seat/District 3 must be domiciled in District 3 for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember. Further, City Code requires prospective and existing board members to fill out an application. Consent to a standard criminal background check is required[1]. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Russell Senger Application Date: 10/13/23

Street Address, Including Zip Code: 5683 SARATOGA LN. COCOA FL 32926

Phone Number(s): Home: _____ Work: _____ Cell: 321-263-3704

Place of Business: _____

Title/Position Held: _____

Date of Birth: [redacted]

Email Address: RSENGER@CFL.RR.COM

ELIGIBILITY

Have you been domiciled within District 3 for at least 1 year prior to the date of this Application?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in the City of Cocoa, Florida?	Yes	✓	No	____
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.	Yes	____	No	✓

[1] the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board? Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ 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. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on the City Council. 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 City Council. PLEASE INCLUDE A CURRENT RESUME IF AVAILABLE.

SEE ATTACHED RESUME.

STATE REPORTING REQUIREMENTS

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RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

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    e. Applicable City Charter provisions.

Signature: Russell E. Ha Date: 10/17/23

Social Security No: [redacted]

Drivers License No: [redacted]

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Candidate Advisory

Please read carefully.

PLEASE BE ADVISED THAT AFTER THE APPLICATION DEADLINE, THE CITY CLERK'S OFFICE WILL REVIEW ALL SUBMITTED APPLICATIONS TO DETERMINE WHETHER EACH APPLICATION IS PROPERLY FILED AND COMPLETE. FURTHER, A BACKGROUND CHECK WILL BE CONDUCTED ON EACH QUALIFIED PERSON.

THE CITY CLERK WILL NOTIFY APPLICANTS OF THEIR QUALIFICATION STATUS.

ALL APPLICATIONS DULY FILED AND DEEMED COMPLETE WILL BE FORWARDED TO THE CITY COUNCIL FOR CONSIDERATION. THE CITY COUNCIL WILL CONDUCT A REVIEW OF ALL SUCH APPLICATIONS AT A CITY COUNCIL MEETING HELD ON TUESDAY, OCTOBER 24, 2023 AT 6:00 PM. QUALIFIED CANDIDATES ARE STRONGLY ENCOURAGED TO ATTEND THE MEETING IN THE EVENT THAT THE CITY COUNCIL DESIRES TO ASK QUESTIONS AND INTERVIEW THE CANDIDATE. SUCH QUESTIONS AND INTERVIEWS WILL BE CONDUCTED AT THE CITY COUNCIL'S DISCRETION.

IT IS ANTICIPATED THAT THE CITY COUNCIL WILL CONSIDER APPOINTING ONE CANDIDATE TO SERVE AS THE DISTRICT 3 COUNCIL MEMBER SCHEDULED AT THE MEETING ON OCTOBER 24, 2023. IF THE CITY COUNCIL CANNOT AGREE ON AN APPOINTMENT BY MAJORITY VOTE BY THE NOVEMBER 14, 2023 CITY COUNCIL MEETING, THE CITY CHARTER REQUIRES A SPECIAL ELECTION TO FILL THE VACANCY IN SEAT/DISTRICT 3. IF SUCH ELECTION WERE REQUIRED, THE ELECTION WILL OCCUR AT A FUTURE DATE TO BE DETERMINED.

THE SUCCESSFUL CANDIDATE APPOINTED BY THE CITY COUNCIL MUST BE PREPARED TO BE SWORN INTO OFFICE IMMEDIATELY UPON APPOINTMENT.

ALL MEETINGS OF THE CITY COUNCIL ARE OPEN TO THE PUBLIC.

Russell Sengel

rsengel@cfl.rr.com | 321-863-3704 | 5683 Saratoga Lane, Cocoa FL 32926

Summary

I feel I am well qualified for the open Council seat that is currently vacant. I bring a wide variety of personal experience to the Council from 31 years service in the Fire Department and years of volunteer work on two different boards. I am familiar with the working structure of the City Management, City Policies & Procedures, the City Charter, Robert's Rule of Order and the Florida Sunshine Law. I have recently retired and wish to continue to serve the Citizens of Cocoa, visitors and the employees of Cocoa to the best of my abilities.

Background

- Supervisor at Company Officer level
- Union President/Treasurer/Secretary 2000 - 2021
- Negotiated multiple contracts between the City of Cocoa and Local 2416
- Experience with employee evaluations and team building practices
- Clearlake Middle School / Cocoa High School / BCC (Eastern Florida) Graduate
- Lived and owned property in Cocoa since 1984
- Owned and operated business for 17 years (Space Coast Glass & Mirror)
- Participated / Helped Organize the Annual Thanksgiving Turkey Dinners (Local 2416)

Experience

• Lieutenant Firefighter/Paramedic City of Cocoa	1992 – 2023 (31 Years)
• Space Coast Glass & Mirror / Owner Operator	2001 – 2018
• City of Cocoa Board of Adjustments	04/2006 - 12/2007
• City of Cocoa Planning and Zoning Board / Chairman	03/2013- 11/2022 (Termed Out)

Education

• Cocoa High School	1989
• Eastern Florida Associates Degree in Fire Science	2000
• FEMA / ICS / Blue Card Training	1995 - Current

RECEIVED
Office of the City Clerk
OCT 11 2023
Time: _____

CITY OF COCOA
APPLICATION FOR SEAT/DISTRICT 3 CITY COUNCIL VACANCY
(REMAINDER OF UNEXPIRED FOUR-YEAR TERM)

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(Please Print)

Name: Patricia Kay Weeks Application Date: 10-11-2023

Street Address, Including Zip Code: 1351 Tarton Way Cocoa fl 32926

Phone Number(s): Home: _____ Work: _____ Cell: 321-759-8563

Place of Business: Happy House Real Estate

Title/Position Held: Broker Associate / Realtor

Date of Birth: [redacted]

Email Address: Patriciaweeks@Bellsouth.net

ELIGIBILITY

Have you been domiciled within District 3 for at least 1 year prior to the date of this Application?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in the City of Cocoa, Florida?	Yes	✓	No	____
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.	Yes	____	No	✓

[1] the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ___ No ___
Do you consent to a standard criminal background check? Yes X No ___

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board? Yes X No ___
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ___ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ___ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on the City Council. 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 City Council. PLEASE INCLUDE A CURRENT RESUME IF AVAILABLE.

I love the city of Cocoa. I want to see our city be the best in Brevard. I have served on the Cocoa Board of Adjustment for 4 years, I have been a Realtor for almost 20 years. I was the 2021 President of Space Coast Association of Realtors, I also graduated from 2021 Lead Brevard. 2019 Florida Realtors Leadership Academy. I'm the 2023 district 2 DVP for Florida Realtors, Pres. Adamson Creek H.O.A.

STATE REPORTING REQUIREMENTS

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RACE

___ African-American
___ Asian-American
___ Hispanic-American
___ Native American
X Caucasian

GENDER

___ Male
X Female

DISABILITY

___ Physically Disabled

APPLICANT CERTIFICATION

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   b. Florida Sunshine Law (Florida Statutes, Chapter 286)
   c. Florida Public Records (Florida Statutes, Chapter 119)
      http://www.flsenate.gov/Statutes
   d. Applicable City Council Rules of Procedure and Code of Conduct
   e. Applicable City Charter provisions.

Signature: Patricia Weeks Date: 10-11-2023

Social Security No: [redacted]

Drivers License No: [redacted]

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PW

Patricia Weeks

COCOA, FL 32926 3217598563 patriciaweeks@bellsouth.net

PROFESSIONAL SUMMARY

Accomplished Real Estate Agent skilled at evaluating and marketing investment properties through large scale open houses. Expertly analyzes comparable property, short sale and foreclosure statistics to realize clients' best possible financial return. Well-developed network of real estate professionals, mortgage lenders and inspectors.

ACCOMPLISHMENTS

2021 President of Space Coast Association of Realtors
2023 Florida Realtors DVP for District 2
Florida Realtors Key Contact for Representative Tyler Sirois
2021 Graduate of Lead Brevard
2019 Graduate of Florida Realtors Leadership Academy
served on Board of Directors for National Association of Realtors, Florida Realtors and Space Coast Association of Realtors
2019-present City of Cocoa Board of Adjustment
Cocoa Beach Chamber of Commerce, Military Affairs council, Govt. affairs Committee.
2010 - present, served or chaired on over 70 committees, at Space Coast Association of Realtors and Florida Realtors.

SKILLS

- Negotiation
- Leasing and Sales
- Contract Negotiation
- Pricing Negotiation
- Staff Management

WORK HISTORY

REALTOR

08/2012 to CURRENT

Happy House Real Estate | 30 N Brevard Ave, Cocoa Beach, FL

- Assisted buyers with finding ideal homes by assessing needs, requirements, and budgets.
- Wrote contracts to outline sales and purchases of properties.
- Resolved client concerns related to home purchases to maintain high satisfaction ratings.
- Advised and informed prospective clients on current market activities and conditions.
- Liaised between buyers and sellers to establish favorable prices and negotiate contract terms.
- Managed contracts, negotiations, and all aspects of sales to finalize purchases and exceed customer expectations.

REALTOR *03/2004 to 09/2012*

Housing Market | Cocoa, FI

- Advised and informed prospective clients on current market activities and conditions.
- Compared recently sold area properties to determine competitive market prices.
- Prepared and presented contracts and other legal documents to clients.

EDUCATION

Banking And Financial Support Services

Gulf Coast State College, Panama City, FL

Brokers License *03/2017*

IFREC, Orlando FI

High School Diploma *06/1976*

Bay High School, Panama City, FL

CITY OF COCOA
APPLICATION FOR SEAT/DISTRICT 3 CITY COUNCIL VACANCY
(REMAINDER OF UNEXPIRED FOUR-YEAR TERM)

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(Please Print)

Name: Marlene Weiss Application Date: 10-17-23

Street Address, Including Zip Code: 2415 Tulane Dr.

Phone Number(s): Home: _____ Work: _____ Cell: 321-298-5831

Place of Business: Natural Healing

Title/Position Held: Owner and L.M.T.

Date of Birth: [redacted]

Email Address: naturalhealingmassage@gmail.com

ELIGIBILITY

Have you been domiciled within District 3 for at least 1 year prior to the date of this Application?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes	✓	No	
Are you registered to vote in the City of Cocoa, Florida?	Yes	✓	No	
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.	Yes		No	✓

[1] the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board? Yes ✓ No ____
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ 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. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on the City Council. 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 City Council. PLEASE INCLUDE A CURRENT RESUME IF AVAILABLE.

Please see attached page

STATE REPORTING REQUIREMENTS

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____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
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GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

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    b. Florida Sunshine Law (Florida Statutes, Chapter 286)
    c. Florida Public Records (Florida Statutes, Chapter 119)
    http://www.flsenate.gov/Statutes
    d. Applicable City Council Rules of Procedure and Code of Conduct
    e. Applicable City Charter provisions.

Signature: Marlene Weiss Date: 10-17-23

Social Security No: [redacted]

Drivers License No: [redacted]

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Marlene Weiss

Cocoa City Council Candidate

STATEMENT OF INTEREST

My education, business, community, and volunteer experiences have helped me develop the skills I need to be an effective ambassador for Cocoa's community, culture, and commerce. Running my own business for 23 years has required effective communication, tough decision making, fiscal awareness and hard work. I am willing to offer the same to Cocoa if I am honored to be appointed Councilmember for District 3.

RESUME

1. **23 Year Cocoa District 3 Resident and Homeowner**
2. **23 Year Cocoa District 2 Business Owner, Natural Healing 950 N Cocoa Blvd.**
3. **Cocoa Police Advisory Board** appointed in 2020 – present
4. **Cocoa Citizen Academy** currently enrolled
5. **Cocoa's Brevard Museum of History and Natural Science** Volunteer Docent - guide groups through Brevard history prior to human habitation, through the discovery of the Windover Site which was a burial ground for pre-Columbian people about 7,000 years ago. Caretaker for Johnnie Johnson Nature Trails
6. **Cocoa's Community Garden** organized and coordinated volunteers from Scout Groups and Rotary Club Members to participate
7. **Cocoa's Sustainability Advisory Board** served 4 years helping to write Cocoa's Sustainability Plan
8. **BA Degree in Human Health and Behavior**, Evergreen State College, Olympia, Washington. With concentrations in Community Health, Nutrition and Community Bonding Benefits
9. **Adjunct Faculty**, Evergreen State College, Olympia, Washington. Taught Dr. Ratna Roy's curriculum of Human Behavior, Bridging Cultural Differences and Bringing Communities Together
10. **Graduate Studies in Dance Ethnology**, University of Hawaii, Manoa, Hawaii

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Order Confirmation

Not an Invoice

Account Number:	1127247
Customer Name:	City Of Cocoa - Te
Customer Address:	City Of Cocoa - Te 65 Stone ST Accounting Division Cocoa FL 32922-7982
Contact Name:	CITY OF COCOA (TE)
Contact Phone:	
Contact Email:	
PO Number:	

Date:	10/20/2023
Order Number:	9434485
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	32.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
BRE Brevard Florida Today	1	10/22/2023 - 10/22/2023	Public Notices
BRE floridatoday.com	1	10/22/2023 - 10/22/2023	Public Notices

Order Confirmation Amount	**$68.24**

Ad Preview

Ad#9434485 10/22/2023

CITY OF COCOA

NOTICE OF PUBLIC MEETING

Re: CONSIDER APPOINTING QUALIFIED PERSON TO FILL VACANCY ON THE CITY COUNCIL SEAT FOR SEAT/DISTRICT 3

NOTICE is hereby given that at a Regular City Council Meeting held on Tuesday, October 24, 2023, at 6:00 p.m. the Cocoa City Council will consider applications of duly qualified persons desiring to serve on the City Council by filling a current vacancy for Seat/District 3 pursuant to its municipal charter Article III, Section 10 (a).

For further information, please contact the Office of the City Clerk by phone at 321-433-8488, by email at marsenault@cocoafl.gov, or by visiting Cocoa City Hall at 65 Stone Street, Cocoa, Florida. City Hall hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Dated this the 20th day of October, 2023

/s/ Monica Arsenault

Monica Arsenault, Interim City Clerk

City of Cocoa

Legislation Details (With Text)

File #:	23-665	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/16/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	FY 2023 September Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2023 REVENUE Budget Tracking Worksheet-2023-09.pdf FY 2023 EXPENSE Budget Tracking Worksheet-2023-09.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 16, 2023
Agenda Date: October 24, 2023
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
FY 2023 September Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2023 thru September 30th, 2023.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Informational Item Only

FY 2023 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/25/22	001-0000-331.20-25	14,108	ACCEPT JAG GRANT 2022 RESO # 2022-115	269
11/29/22	001-0000-389.99-50	6,157,855	CAPITAL PROJ BUDGET ROLL	722
	001-0000-389.99-50	645,801	PO BUDGET ROLL	733
12/13/22	001-0000-389.99-50	269,920	FIRE RESCUE APPARATUS RESO #2022-137	941
01/10/23	001-0000-331.20-26	1,960	ACCEPT BPV GRANT FY2022 RESO # 2023-003	1358
	001-0000-366.00-00	23,428	DONATION FOR ROTARY CLOCK RESO # 2023-004	1359
	001-0000-389.99-50	94,000	FND FINAL PR & INT 2014S RESO # 2023-002	1362
03/06/23	001-0000-389.99-50	400,000	AFB AFF HOUSING DOWN PYMT RESO # 2023-019	2115
	001-0000-389.99-50	250,000	AFB DIXON/IRD RESO # 2023-019	2116
	001-0000-389.99-50	1,100,000	AFB FISKE RESO # 2023-019	2115
	001-0000-389.99-50	1,500,000	AFB FY21 ERP RESO # 2023-019	2117
	001-0000-389.99-50	1,500,000	AFB FY22 ERP RESO # 2023-019	2117
	001-0000-389.99-50	240,000	AFB MUSEUM CAPITAL RESO # 2023-019	2116
	001-0000-389.99-50	300,000	AFB P&F CADETS RESO # 2023-019	2115
	001-0000-389.99-50	300,000	AFB P&F RECRUITMENT RESO # 2023-019	2115
	001-0000-389.99-50	500,000	AFB PAVING RESO # 2023-019	2115
	001-0000-389.99-50	850,000	AFB PROJECT PUMPER TRK RESO # 2023-019	2114
	001-0000-389.99-50	(3,000,000)	FUND BALANCE RESERVES ERP RESO # 2023-019	2117
03/14/23	001-0000-331.70-02	30,000	2020 HPF AF AMER CIV GR RESO # 2023-027	2262
	001-0000-331.20-23	12,722	BPV - PD GRANT RESO # 2023-027	2262
	001-0000-389.99-50	12,722	BPV - PD MATCH RESO # 2023-027	2262
	001-0000-389.99-50	4,446	FUND ADDTL CAPITAL ROLL RESO # 2023-022	2258
	001-0000-331.20-24	(9,813)	FY23 VOCA GR 2022-CPD RESO # 2023-027	2262
	001-0000-331.20-22	8,960	JAG AWARD 2021 RESO # 2023-027	2262
	001-0000-389.99-50	(25,444)	REV BPV GRANT ROLL RESO # 2023-027	2262
	001-0000-389.99-50	74,143	UPGRADE PH ELEVATOR RESO # 2023-024	2260
03/30/23	001-0000-389.99-50	123,603	FIRE ALARM PANEL CVPH RESO #2023-028	2516
04/11/23	001-0000-334.70-11	150,500	HISTORIC GRANT ACCEPTANCE RESO # 2023-034	2679
	001-0000-389.99-50	150,500	HISTORIC PRES GRANT MATCH RESO # 2023-034	2679
04/25/23	001-0000-366.10-16	17,021	EBIKE FH SUBS DONATION RESO # 2023-038	2888

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/25/23	001-0000-369.90-00	95,000	FIRE INSP SRV PDCS RESO # 2023-043	2883
	001-0000-389.99-50	1,072	FND EMERG DIS HURRICANES RESO # 2023-041	2890
	001-0000-389.99-50	111,235		
	001-0000-389.99-50	232,448		
	001-0000-369.90-00	30,000	TEST MESSAGE ACHIVAL 2023-042	4534
05/23/23	001-0000-389.99-50	(2)	PWFBBP BRACCO POND RESO #2023-044	3306
	001-0000-389.99-50	500,000	AFBP21 ECONOMIC INC RESO #2023-044	3306
	001-0000-389.99-50	560,000	AFBP21 FISKE PROJECT RESO #2023-044	3306
	001-0000-389.99-50	15,000	AFBP21 SUSTAINABILITY RESO #2023-044	3306
	001-0000-389.99-50	37,500		
	001-0000-389.99-50	634,500	CA2201 PUMPER TRUCK RESO #2023-044	3306
	001-0000-389.99-50	241,379	CD22PS VILLAGE PARKING RESO #2023-044	3306
	001-0000-369.90-00	97,100	PROFESSIONAL SERVICES RESO # 2023-044	3404
	001-0000-389.99-50	26,886	PW00PS PD HEADQUARTERS RESO #2023-044	3306
	001-0000-389.99-50	44,215	PW21BM BREVARD MUSEUM RESO #2023-044	3306
	001-0000-389.99-50	(3,637)	PW21DS PAVING RESO #2023-044	3306
	001-0000-389.99-50	26,651	PW21FL FUEL TANK RESO #2023-044	3306
	001-0000-389.99-50	3,942	PWFBCA CARL ANDERSON RESO #2023-044	3306
	001-0000-389.99-50	10,945	PWFBFP FERN & PROSPECT RESO #2023-044	3306
	001-0000-389.99-50	139	PWFBPI SUSTAINABILITY RESO #2023-044	3306
	001-0000-389.99-50	(50,000)	PWFBPP PROVOST PARK RESO #2023-044	3306
05/25/23	001-0000-334.10-15	1	CYBERSECUR DMS 22/23-249 RESO # 2023-058	3294
07/11/23	001-0000-381.91-23	3,164	FLEET SOFTWARE 2023-074	4209
	001-0000-381.91-21	54,550		
	001-0000-331.39-12	15,000	TREE GRANT YR3 AWARD 2023-067	3997
08/08/23	001-0000-389.99-50	(840,437)	Fiske Blvd Grant 2023-086	4418
	001-0000-389.99-50	(560,000)		
	001-0000-381.91-31	840,437		
	001-0000-381.91-23	446	Fleet Vehicle Wash System 2023-084	4416
	001-0000-381.91-21	7,818		
08/17/23	001-0000-389.99-50	(560,000)	FISKE BLVD GRANT R.23-086 CORR BAF 22-101-IFT	4666
	001-0000-389.99-50	560,000		
08/22/23	001-0000-335.29-21	57,137	STATE CONTRIB FOR PENSION 2023-090	4618
	001-0000-335.29-22	72,352		
09/12/23	001-0000-389.99-50	392,174	PROVOST PARK ERP FND RESOLUTION #: 2023-099	4961
09/15/23	001-0000-389.99-50	15,000	HURR. NICOLE DAY SLIPS	5000
09/28/23	001-0000-389.99-50	129,646	CORRECT SELF INS FND REV RESOLUTION #: 2023-109	5191
58	Budget Amendments/Transfers		Division 0000 Total	$14,498,093

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
58 Total Budget Amendments/Transfers			**GENERAL FUND**	**$14,498,093**	
11/29/22	103-0000-389.99-50	110,506	PO BUDGET ROLL		733
12/13/22	103-0000-389.99-50	3,500	REHAB @ 1113 ABINGTON WAY RESO # 2022-127		937
03/14/23	103-0000-389.99-10	20,097	CDBG CASH CARRYFORWARD RESO # 2023-027		2262
3 Budget Amendments/Transfers			Division 0000 Total	$134,103	
3 Total Budget Amendments/Transfers			**CDBG**	**$134,103**	
11/29/22	104-0000-389.99-50	313,172	PO BUDGET ROLL		733
1 Budget Amendments/Transfers			Division 0000 Total	$313,172	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$313,172**	
11/29/22	105-0000-389.99-10	450	PO BUDGET ROLL		733
1 Budget Amendments/Transfers			Division 0000 Total	$450	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$450**	
11/29/22	107-0000-389.99-50	12,461	PO BUDGET ROLL		733
1 Budget Amendments/Transfers			Division 0000 Total	$12,461	
1 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$12,461**	
11/29/22	110-0000-389.99-50	12,292	CAPITAL PROJ BUDGET ROLL		722
	110-0000-389.99-50	59,971	PO BUDGET ROLL		733
01/09/23	110-0000-389.99-50	(12,292)	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA		1290
03/06/23	110-0000-389.99-50	20,000	CITY HALL PARKING CAMERAS RESO # 2023-155		2174
05/01/23	110-0000-338.00-00	(45,142)	REDUCTION OF FINAL REV RESO # 23-240		2957
	110-0000-338.00-00	(6,131)			
5 Budget Amendments/Transfers			Division 0000 Total	$28,698	
5 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$28,698**	
11/29/22	111-0000-389.99-50	643	PO BUDGET ROLL		733
01/09/23	111-0000-389.99-50	12,292	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA		1290
04/17/23	111-0000-338.00-00	(8,615)	TIF REVENUE REDUCED RESO # 2023-241		2794
	111-0000-338.00-00	(1,077)			
3 Budget Amendments/Transfers			Division 0000 Total	$3,243	
3 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$3,243**	
02/28/23	120-0000-369.90-00	15,000	FND ARBOR DAY TREE PURCH RESO # 2023-017		2033
1 Budget Amendments/Transfers			Division 0000 Total	$15,000	
1 Total Budget Amendments/Transfers			**ARBOR MITIGATION FUND**	**$15,000**	
11/29/22	130-0000-389.99-50	1,566,309	CAPITAL PROJ BUDGET ROLL		722
	130-0000-389.99-50	989,440	PO BUDGET ROLL		733
03/14/23	130-0000-389.99-50	(2,555,749)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-0000-331.90-02	2,555,752	SLFRF REV ROUND UP RESO # 2023-027		2262

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/23/23	130-0000-331.90-02	1	SLFRF REVENUE ROUNDING AD RESO # 2023-044		3404
5 Budget Amendments/Transfers			Division 0000 Total	$2,555,753	
5 Total Budget Amendments/Transfers			**AMERICAN RESCUE PLAN FUND**	**$2,555,753**	
01/10/23	142-0000-389.99-50	10,000	FND SECOND DOLLAR TRAININ RESO # 2023-007		1360
1 Budget Amendments/Transfers			Division 0000 Total	$10,000	
1 Total Budget Amendments/Transfers			**POLICE SPECIAL EDUCATION**	**$10,000**	
01/10/23	201-0000-381.91-01	94,000	FND FINAL PR & INT 2014S RESO # 2023-002		1362
1 Budget Amendments/Transfers			Division 0000 Total	$94,000	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$94,000**	
11/29/22	303-0000-389.99-50	3,622,450	CAPITAL PROJ BUDGET ROLL		722
	303-0000-389.99-50	197,136	PO BUDGET ROLL		733
03/14/23	303-0000-389.99-50	1,500,000	CAPITAL PROJ BUDGET RESO # 2023-027		2262
	303-0000-331.90-01	2,319,585			
	303-0000-389.99-50	(3,819,586)	REV AFB CAPITAL ROLL RESO # 2023-027		2262
08/08/23	303-0000-331.90-01	2,057,024	Add'l Fiske Blvd Grant 2023-086		4418
5 Budget Amendments/Transfers			Division 0000 Total	$5,876,609	
5 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$5,876,609**	
11/29/22	421-0000-389.99-50	10,399,826	CAPITAL PROJ BUDGET ROLL		722
	421-0000-389.99-50	2,384,584	PO BUDGET ROLL		733
01/10/23	421-0000-389.99-50	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	421-0000-389.99-50	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
03/14/23	421-0000-389.99-50	(156,847)	PO ROLL CORRECTION RESO # 2023-022		2258
	421-0000-389.99-50	(622,300)	REPLENISH FB W FY22 CAP RESO # 2023-022		2258
04/11/23	421-0000-369.96-00	61,890	INSUR CLAIM CLARIFIER REV RESO # 2023-033		2680
04/25/23	421-0000-389.99-50	8,400	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	421-0000-389.99-50	23,818			
	421-0000-389.99-50	52,510			
07/11/23	421-0000-389.99-50	220,276	TRUE UP SERIES 2018B BOND 2023-071		4007
09/28/23	421-0000-389.99-50	79,968	CORRECT SELF INS FND REV RESOLUTION #: 2023-109		5191
10 Budget Amendments/Transfers			Division 0000 Total	$12,457,916	
10 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$12,457,916**	
12/21/22	422-0000-389.99-50	(1,963)	ACC ADJ FOR S2018B PYMT TO MANY PYMTS BUDGETED		1064
07/11/23	422-0000-389.99-50	24,000	SEWER IMPACT FEE REIM 2023-070		3939
2 Budget Amendments/Transfers			Division 0000 Total	$22,037	
2 Total Budget Amendments/Transfers			**WATER/SEWER IMPACT FEE**	**$22,037**	
11/29/22	423-0000-389.99-50	371,761	CAPITAL PROJ BUDGET ROLL		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/29/22	423-0000-389.99-50	100,686	PO BUDGET ROLL		733
03/14/23	423-0000-389.99-50	(43,623)	PO ROLL CORRECTION RESO # 2023-022		2258
07/11/23	423-0000-334.36-36	768,000	N Fiske SW Pond Floating FloratingWetland 2023-075		4005
	423-0000-334.36-35	120,000	US1/Forrest SW Facility FloratingWetland 2023-075		4005
07/14/23	423-0000-389.99-50	(50,000)	SOIRL FL WETLANDS REV 2023-065		3996
	423-0000-338.10-05	50,000			
6 Budget Amendments/Transfers			Division 0000 Total	$1,316,824	
6 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$1,316,824**	
11/29/22	424-0000-389.99-50	9,348,008	CAPITAL PROJ BUDGET ROLL		722
	424-0000-389.99-50	3,233,088	PO BUDGET ROLL		733
12/13/22	424-0000-381.91-21	239,967	CHLORINE TANK REPLACE RESO # 2022-132		938
02/14/23	424-0000-381.91-21	37,998	IFT FROM 421 TO 424 RESO # 2023-011		1854
03/14/23	424-0000-389.99-50	169,422	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	424-0000-331.35-01	508,267			
	424-0000-389.99-50	(153,548)	PO ROLL CORRECTION RESO # 2023-022		2258
	424-0000-389.99-50	(612,357)	PROJ ROLL REV PO # 79254 RESO # 2023-027		2262
	424-0000-389.99-50	(63,285)	PROJ ROLL REVERSAL RESO # 2023-027		2262
	424-0000-389.99-50	(233,134)	REPLENISH FB W FY22 CAP RESO # 2023-022		2258
04/25/23	424-0000-381.91-21	2,829,818	MERGE IRP PROJECTS RESO # 2023-037		2885
05/26/23	424-0000-381.91-21	525,000	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
08/08/23	424-0000-381.91-21	383,914	Add'l Fiske Blvd Grant 2023-086		4418
09/12/23	424-0000-381.91-21	60,000	CONNECT CONSUL. WELLS RESOLUTION #: 2023-097		4958
13 Budget Amendments/Transfers			Division 0000 Total	$16,273,158	
13 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$16,273,158**	
12/21/22	425-0000-381.91-42	(1,963)	ACC ADJ FOR S2018B PYMT TO MANY PYMTS BUDGETED		1064
01/10/23	425-0000-381.91-21	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	425-0000-381.91-21	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
3 Budget Amendments/Transfers			Division 0000 Total	$3,828	
3 Total Budget Amendments/Transfers			**W/S RESTRICTED ASSETS**	**$3,828**	
11/29/22	426-0000-389.99-50	459,755	CAPITAL PROJ BUDGET ROLL		722
	426-0000-389.99-50	1,013,208	PO BUDGET ROLL		733
03/14/23	426-0000-389.99-50	(401)	REPLENISH FB W FY22 CAP RESO # 2023-022		2258
3 Budget Amendments/Transfers			Division 0000 Total	$1,472,562	
3 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$1,472,562**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
122 Transfers & Amendments between 10/1/2022 and 9/30/2023				
			FY 2023 TOTAL TRANSFERS & AMENDMENTS	**55,087,907**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Date: 10/5/2023

FY 2023 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
04/19/23	001-1000-511.48-00	(4,000)	FND POSTAGE PERMITS YE MARCH CLEANUP		2796
	001-1000-511.42-00	4,000			
07/31/23	001-1000-511.48-00	(2,474)	QUARTERLY NEWS LETTER JULY CLEANUP		4334
	001-1000-511.47-00	2,474			
2 Budget Amendments/Transfers				Division 1000 Total	$0
1100 - CITY MANAGER'S OFFICE					
02/14/23	001-1100-512.40-00	(400)	CN WINTER SYMPOSIUM RESO # 2023-014		1856
	001-1100-512.40-00	(400)			1885
	001-1100-512.12-00	(32,000)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1100-512.23-04	(7,200)			
	001-1100-512.22-00	(3,824)			
	001-1100-512.21-00	(2,576)			
	001-1100-512.27-00	(1,600)			
	001-1100-512.41-00	(440)			
	001-1100-512.41-00	(440)			
	001-1100-512.23-07	(224)			
	001-1100-512.23-00	(128)			
	001-1100-512.23-09	(128)			
	001-1100-512.24-00	(64)			
	001-1100-512.23-08	(48)			
	001-1100-512.23-08	48	ECO DEV RESTRUCTURE RESO # 2023-014		1884
	001-1100-512.24-00	64			
	001-1100-512.55-00	100			
	001-1100-512.55-00	100			
	001-1100-512.23-00	128			
	001-1100-512.23-09	128			
	001-1100-512.23-07	224			
	001-1100-512.40-00	400			
	001-1100-512.55-00	400			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1100-512.41-00	440	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1100-512.41-00	440		
	001-1100-512.40-00	500		
	001-1100-512.40-00	1,300		
	001-1100-512.27-00	1,600		
	001-1100-512.55-00	1,710		
	001-1100-512.21-00	2,576		
	001-1100-512.22-00	3,824		
	001-1100-512.23-04	7,200		
	001-1100-512.12-00	32,000		
	001-1100-512.12-00	(32,000)		1885
	001-1100-512.23-04	(7,200)		
	001-1100-512.22-00	(3,824)		
	001-1100-512.21-00	(2,576)		
	001-1100-512.27-00	(1,600)		
	001-1100-512.41-00	(440)		
	001-1100-512.41-00	(440)		
	001-1100-512.23-07	(224)		
	001-1100-512.23-00	(128)		
	001-1100-512.23-09	(128)		
	001-1100-512.24-00	(64)		
	001-1100-512.23-08	(48)		
	001-1100-512.40-00	(500)	FMCA ANNUAL CONF RESO # 2023-014	1856
	001-1100-512.55-00	(400)		
	001-1100-512.40-00	(500)		1885
	001-1100-512.55-00	(400)		
	001-1100-512.55-00	(1,710)	FPRA ANNUAL CONF RESO # 2023-014	1856
	001-1100-512.40-00	(1,300)		
	001-1100-512.55-00	(1,710)		1885
	001-1100-512.40-00	(1,300)		
	001-1100-512.55-00	(100)	FPRA MEDIA CONF RESO # 2023-014	1856
	001-1100-512.55-00	(100)		1885
	001-1100-512.55-00	(100)	PIO SYMPOSIUM RESO # 2023-014	1856
	001-1100-512.55-00	(100)		1885
02/23/23	001-1100-512.12-00	(500)	FND COMP HOURS JANUARY CLEANUP	1973
	001-1100-512.12-12	500		
03/14/23	001-1100-512.48-00	(13,305)	CORR ACCOUNT MARK CAMPG RESO # 2023-022	2258
	001-1100-512.34-00	25,000	FND 142 PRODUCTIONS ROLL RESO # 2023-022	2258

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/27/23	001-1100-512.12-00	(160)	OVERTIME JUNE CLEANUP		3865
	001-1100-512.14-00	160			
07/31/23	001-1100-512.12-00	(4)	LS REORG ROUNDING ERRORS JULY CLEANUP		4334
18	Budget Amendments/Transfers		Division 1100 Total	($41,491)	
1104 - PLANNING					
02/14/23	001-1104-515.47-00	66	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1104-515.52-00	120			
	001-1104-515.49-00	200			
	001-1104-515.23-08	247			
	001-1104-515.23-00	501			
	001-1104-515.24-00	564			
	001-1104-515.23-09	593			
	001-1104-515.55-00	790			
	001-1104-515.51-00	950			
	001-1104-515.41-00	1,090			
	001-1104-515.52-30	1,111			
	001-1104-515.46-03	1,143			
	001-1104-515.23-07	1,230			
	001-1104-515.42-00	2,241			
	001-1104-515.54-00	2,386			
	001-1104-515.40-00	2,460			
	001-1104-515.56-15	2,475			
	001-1104-515.31-00	2,655			
	001-1104-515.27-00	5,250			
	001-1104-515.21-00	12,508			
	001-1104-515.22-00	17,412			
	001-1104-515.34-00	25,725			
	001-1104-515.23-04	32,760			
	001-1104-515.12-00	136,046			
	001-1104-515.12-00	(136,046)	ECO DEV RESTRUCTURE RESO # 2023-014		1884
	001-1104-515.23-04	(32,760)			
	001-1104-515.34-00	(25,725)			
	001-1104-515.22-00	(17,412)			
	001-1104-515.21-00	(12,508)			
	001-1104-515.27-00	(5,250)			
	001-1104-515.31-00	(2,655)			
	001-1104-515.56-15	(2,475)			
	001-1104-515.40-00	(2,460)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1104-515.54-00	(2,386)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1104-515.42-00	(2,241)		
	001-1104-515.23-07	(1,230)		
	001-1104-515.46-03	(1,143)		
	001-1104-515.52-30	(1,111)		
	001-1104-515.41-00	(1,090)		
	001-1104-515.51-00	(950)		
	001-1104-515.55-00	(790)		
	001-1104-515.23-09	(593)		
	001-1104-515.24-00	(564)		
	001-1104-515.23-00	(501)		
	001-1104-515.23-08	(247)		
	001-1104-515.49-00	(200)		
	001-1104-515.52-00	(120)		
	001-1104-515.47-00	(66)		
	001-1104-515.47-00	66		1885
	001-1104-515.52-00	120		
	001-1104-515.49-00	200		
	001-1104-515.23-08	244		
	001-1104-515.23-00	496		
	001-1104-515.24-00	561		
	001-1104-515.23-09	587		
	001-1104-515.55-00	790		
	001-1104-515.51-00	950		
	001-1104-515.41-00	1,090		
	001-1104-515.52-30	1,111		
	001-1104-515.46-03	1,143		
	001-1104-515.23-07	1,219		
	001-1104-515.42-00	2,241		
	001-1104-515.54-00	2,386		
	001-1104-515.40-00	2,460		
	001-1104-515.56-15	2,475		
	001-1104-515.31-00	2,655		
	001-1104-515.27-00	5,100		
	001-1104-515.21-00	12,287		
	001-1104-515.22-00	17,076		
	001-1104-515.34-00	25,725		
	001-1104-515.23-04	32,424		
	001-1104-515.12-00	133,220		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/14/23	001-1104-515.51-00	(110)	P&Z BUSINESS CARDS FEBRUARY CLEANUP		2234
	001-1104-515.47-00	110			
05/02/23	001-1104-515.54-00	(650)	FND SE SURVEY APRIL CLEANUP		2962
	001-1104-515.34-00	650			
	001-1104-515.12-00	(49,349)	PLANNERS SERVICE CONTR APRIL CLEANUP		2962
	001-1104-515.34-00	49,349			
06/27/23	001-1104-515.12-00	(325)	PLANNING CONTRACT SVCS JUNE CLEANUP		3865
	001-1104-515.34-00	325			
07/11/23	001-1104-515.12-00	(28,000)	PLAN/SURV BDGT TO YE 2023-073		4001
	001-1104-515.23-04	(21,000)			
	001-1104-515.22-00	(10,000)			
	001-1104-515.21-00	(7,000)			
	001-1104-515.34-00	66,000			
09/25/23	001-1104-515.34-00	50,000	PLAN REVIEW SERVICES		5128
9 Budget Amendments/Transfers			Division 1104 Total	$296,626	
1190 - LEISURE SERVICES					
11/01/22	001-1190-574.52-00	(800)	FND VERMONT SYS QTE OCTOBER CLEANUP		560
	001-1190-574.55-00	800			
02/14/23	001-1190-574.12-00	(118,886)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1190-574.23-04	(83,828)			
	001-1190-574.13-00	(53,356)			
	001-1190-574.34-00	(22,327)			
	001-1190-574.22-00	(18,094)			
	001-1190-574.21-00	(13,143)			
	001-1190-574.48-00	(8,846)			
	001-1190-574.27-00	(5,100)			
	001-1190-574.24-00	(4,345)			
	001-1190-574.23-07	(3,336)			
	001-1190-574.55-00	(2,800)			
	001-1190-574.44-00	(1,800)			
	001-1190-574.41-00	(1,320)			
	001-1190-574.42-00	(798)			
	001-1190-574.52-07	(797)			
	001-1190-574.46-00	(700)			
	001-1190-574.47-00	(640)			
	001-1190-574.23-08	(597)			
	001-1190-574.23-09	(576)			
	001-1190-574.23-00	(419)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1190-574.51-00	(402)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014	1856
	001-1190-574.15-00	(200)		
	001-1190-574.52-00	(108)		
	001-1190-574.55-00	(80)		
	001-1190-574.55-00	80	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1190-574.52-00	108		
	001-1190-574.15-00	200		
	001-1190-574.51-00	402		
	001-1190-574.23-00	419		
	001-1190-574.23-09	576		
	001-1190-574.23-08	597		
	001-1190-574.47-00	640		
	001-1190-574.46-00	700		
	001-1190-574.52-07	797		
	001-1190-574.42-00	798		
	001-1190-574.41-00	1,320		
	001-1190-574.44-00	1,800		
	001-1190-574.55-00	2,800		
	001-1190-574.23-07	3,336		
	001-1190-574.24-00	4,345		
	001-1190-574.27-00	5,100		
	001-1190-574.48-00	8,846		
	001-1190-574.21-00	13,143		
	001-1190-574.22-00	18,094		
	001-1190-574.34-00	22,327		
	001-1190-574.13-00	53,356		
	001-1190-574.23-04	83,828		
	001-1190-574.12-00	118,886		
	001-1190-574.12-00	(117,016)		1885
	001-1190-574.23-04	(82,695)		
	001-1190-574.13-00	(51,846)		
	001-1190-574.34-00	(22,327)		
	001-1190-574.22-00	(17,539)		
	001-1190-574.21-00	(12,803)		
	001-1190-574.48-00	(8,846)		
	001-1190-574.27-00	(4,800)		
	001-1190-574.24-00	(4,289)		
	001-1190-574.23-07	(3,305)		
	001-1190-574.55-00	(2,800)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/14/23	001-1190-574.44-00	(1,800)	ECO DEV RESTRUCTURE RESO # 2023-014		1885
	001-1190-574.41-00	(1,320)			
	001-1190-574.42-00	(798)			
	001-1190-574.52-07	(797)			
	001-1190-574.46-00	(700)			
	001-1190-574.47-00	(640)			
	001-1190-574.23-08	(591)			
	001-1190-574.23-09	(563)			
	001-1190-574.23-00	(406)			
	001-1190-574.51-00	(402)			
	001-1190-574.15-00	(200)			
	001-1190-574.52-00	(108)			
	001-1190-574.55-00	(80)			
02/23/23	001-1190-574.12-12	1,278	FND COMP HOURS JANUARY CLEANUP		1973
07/31/23	001-1190-574.23-04	1	LS REORG ROUNDING ERRORS JULY CLEANUP		4334
	001-1190-574.23-07	1			
	001-1190-574.23-08	1			
	001-1190-574.51-00	1			
6	Budget Amendments/Transfers			Division 1190 Total ($335,389)	
1203 - INFORMATION TECHNOLOGY					
10/11/22	001-1203-516.24-00	90	TRX GIS ANALYST TO IT RESO # 2022-103		111
	001-1203-516.23-09	100			
	001-1203-516.23-00	102			
	001-1203-516.23-08	138			
	001-1203-516.23-07	824			
	001-1203-516.27-00	2,400			
	001-1203-516.21-00	4,755			
	001-1203-516.22-00	6,181			
	001-1203-516.23-04	22,361			
	001-1203-516.12-00	56,139			
11/01/22	001-1203-516.64-15	(95,000)	ASSIGN PROJECT BUDGET		562
	001-1203-516.64-15	45,000	ASSIGN PROJECT BUDGET REPLACE TRICASTER		562
	001-1203-516.64-15	50,000	ASSIGN PROJECT BUDGET SERVER/HOST VMWARE		562
	001-1203-516.56-15	(20,000)	CORR ACT FOR COPIES OCTOBER CLEANUP		560
	001-1203-516.47-00	20,000			
12/21/22	001-1203-516.56-15	(99)	FND US BANK FEES NOVEMBER CLEANUP		1063
	001-1203-516.49-00	99			
01/19/23	001-1203-516.64-15	(6,187)	FND MAINT EXP DECEMBER CLEANUP		1462

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/19/23	001-1203-516.64-15	(3,482)	FND MAINT EXP DECEMBER CLEANUP	1462
	001-1203-516.46-00	9,669		
	001-1203-516.47-00	(2,250)	FND PROF SRV REQ DECEMBER CLEANUP	1462
	001-1203-516.31-00	2,250		
	001-1203-516.46-00	(99)	FND US BANK LATE FEES DECEMBER CLEANUP	1462
	001-1203-516.49-00	99		
02/14/23	001-1203-516.64-15	(43,813)	FUND SAN MAINTENANCE RESO #2023-013	1855
	001-1203-516.46-00	43,813		
03/14/23	001-1203-516.54-00	(2,500)	FND SECURITY SERVICES FEBRUARY CLEANUP	2234
	001-1203-516.31-00	2,500		
04/25/23	001-1203-516.56-15	30,000	TEST MESSAGE ACHIVAL 2023-042	4534
05/02/23	001-1203-516.54-00	(5,500)	FND REDUNDANT INTERNET APRIL CLEANUP	2962
	001-1203-516.41-00	5,500		
05/25/23	001-1203-516.56-16	1	CYBERSECUR DMS 22/23-249 RESO # 2023-058	3294
06/27/23	001-1203-516.12-00	(2,852)	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	001-1203-516.12-12	2,852		
07/31/23	001-1203-516.46-00	(39,482)	INFO TECH RENEWAL JULY CLEANUP	4334
	001-1203-516.54-00	39,482		
08/08/23	001-1203-516.46-00	(62,676)	CRITICAL IT INFST 2023-085	4417
	001-1203-516.52-00	62,676		
08/31/23	001-1203-516.23-04	(15,000)	CRIT. INFST COST AUGUST CLEANUP	4868
	001-1203-516.52-00	15,000		
	001-1203-516.56-15	(44,520)	NEGATIVE BALANCE ACCOUNT AUGUST CLEANUP	4868
	001-1203-516.54-00	20		
	001-1203-516.47-00	3,000		
	001-1203-516.40-00	3,500		
	001-1203-516.52-00	18,000		
	001-1203-516.46-00	20,000		
19	Budget Amendments/Transfers		Division 1203 Total	$123,091
1500 - FINANCE GENERAL ACCOUNTNG				
06/27/23	001-1500-513.12-00	(4,244)	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	001-1500-513.12-12	4,244		
	001-1500-513.47-00	32	CHECK STOCK JUNE CLEANUP	3865
	001-1500-513.51-00	(89)	CHECK STOCK & SOUND PROOF JUNE CLEANUP	3865
	001-1500-513.12-00	(10,000)	PRINTER JUNE CLEANUP	3865
	001-1500-513.64-00	10,000		
	001-1500-513.52-00	57	SOUND PROOFING JUNE CLEANUP	3865

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/23	001-1500-513.12-00	(1,259)	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-1500-513.12-12	1,259			
	001-1500-513.47-00	212	ENVELOPES JULY CLEANUP		4334
	001-1500-513.51-00	(560)	ENVELOPES & OFFICE CHAIR JULY CLEANUP		4334
	001-1500-513.52-00	348	OFFICE CHAIRS (2) JULY CLEANUP		4334
	001-1500-513.64-00	(3,137)	PRINTER JULY CLEANUP		4334
	001-1500-513.51-00	477			
	001-1500-513.56-15	2,660			
08/31/23	001-1500-513.51-00	(162)	STANDING DESK AUGUST CLEANUP		4868
	001-1500-513.52-00	162			
11	Budget Amendments/Transfers			Division 1500 Total	$0
1505 - PURCHASING					
02/23/23	001-1505-513.56-15	(1,299)	FND AMAZON PRIME MBRSHP JANUARY CLEANUP		1973
	001-1505-513.54-00	1,299			
03/14/23	001-1505-513.56-15	(137)	LUNCH FOR BUSINESS MEETIN FEBRUARY CLEANUP		2234
	001-1505-513.49-00	137			
08/31/23	001-1505-513.12-00	(30)	ADD. FNDS LTD AUGUST CLEANUP		4868
	001-1505-513.12-00	(25)	ADD. FNDS VISION INS. AUGUST CLEANUP		4868
	001-1505-513.23-08	25			
	001-1505-513.23-09	30			
	001-1505-513.12-00	(253)	ADD. FUNDS DENTAL INS. AUGUST CLEANUP		4868
	001-1505-513.23-07	253			
	001-1505-513.12-00	(2,179)	RETIREMENT CONTRIBUTIONS AUGUST CLEANUP		4868
	001-1505-513.22-00	2,179			
	001-1505-513.51-00	(500)	STANDING DESK AUGUST CLEANUP		4868
	001-1505-513.52-00	500			
7	Budget Amendments/Transfers			Division 1505 Total	$0
1510 - FINANCE UTILITY ACCOUNTNG					
11/29/22	001-1510-536.34-00	1,211	PO # 79026-ALLIED UNIV PO BUDGET ROLL		733
	001-1510-536.34-00	1,211			
08/31/23	001-1510-536.47-00	(10,500)	POSTAGE PAPER STATEMENTS AUGUST CLEANUP		4868
	001-1510-536.34-00	(6,500)			
	001-1510-536.56-15	(2,000)			
	001-1510-536.42-00	19,000			
2	Budget Amendments/Transfers			Division 1510 Total	$2,422
1600 - GENERAL OPERATIONS					
10/20/22	001-1600-513.52-00	(25,800)	CORR ACTIVITY FOR EM 513 TO 525		207

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/20/22	001-1600-513.41-00	(12,840)	CORR ACTIVITY FOR EM 513 TO 525	207
	001-1600-513.31-00	(10,000)		
	001-1600-513.55-00	(900)		
	001-1600-513.51-00	(600)		
	001-1600-525.51-00	600		
	001-1600-525.55-00	900		
	001-1600-525.31-00	10,000		
	001-1600-525.41-00	12,840		
	001-1600-525.52-00	25,800		
11/29/22	001-1600-513.56-15	3,000,000	ERP CAPITAL PROJ BUDGET ROLL	722
	001-1600-513.31-00	46,000	PO # 76943-Info-Tech Rsea PO BUDGET ROLL	733
	001-1600-513.31-00	990	PO # 77453-Superion LLC PO BUDGET ROLL	733
	001-1600-513.31-00	750	PO # 77662-Grooms Financi PO BUDGET ROLL	733
	001-1600-513.31-00	2,805	PO # 77724-Milestone Prof PO BUDGET ROLL	733
	001-1600-513.49-00	246	PO # 79511-Superion LLC PO BUDGET ROLL	733
	001-1600-513.31-01	2,315	PO # 79764-Johnson Jackso PO BUDGET ROLL	733
12/13/22	001-1600-513.39-00	(36,687)	4 CAMERAS AT JLS RESO # 2022-129	939
01/10/23	001-1600-581.91-20	94,000	FND FINAL PR & INT 2014S RESO # 2023-002	1362
02/23/23	001-1600-513.52-00	122	FND SHREDDING INVOICE JANUARY CLEANUP	1973
03/06/23	001-1600-513.39-00	400,000	AFB AFF HOUSING DOWN PYMT RESO # 2023-019	2115
	001-1600-513.39-00	250,000	AFB DIXON/IRD RESO # 2023-019	2116
	001-1600-513.56-15	1,500,000	AFB ERP FY21 RESO # 2023-019	2117
	001-1600-513.56-15	1,500,000	AFB ERP FY22 RESO # 2023-019	2117
	001-1600-513.39-00	1,100,000	AFB FISKE RESO # 2023-019	2115
	001-1600-513.39-00	240,000	AFB MUSEUM CAPITAL RESO # 2023-019	2116
	001-1600-513.39-00	300,000	AFB P&F CADETS RESO # 2023-019	2115
	001-1600-513.39-00	300,000	AFB P&F RECRUITMENT RESO # 2023-019	2115
	001-1600-513.39-00	500,000	AFB PAVING RESO # 2023-019	2115
	001-1600-513.39-00	(850,000)	AFB PROJECT PUMPER TRK RESO # 2023-019	2114
	001-1600-513.39-00	850,000		
	001-1600-513.56-15	(3,000,000)	ERP ROLL RESO # 2023-019	2117
03/14/23	001-1600-513.39-00	(50,000)	FND ADDTL HR LEGAL FEES RESO # 2023-018	2261
	001-1600-513.31-01	50,000		
	001-1600-513.56-15	(8,640)	QREP REPORT CONVERSION FEBRUARY CLEANUP	2234
	001-1600-513.34-00	8,640		
05/23/23	001-1600-513.39-00	5,104	AFBP21 RESO #2023-044	3306
	001-1600-513.39-00	15,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
05/23/23	001-1600-513.39-00	26,651	AFBP21 RESO #2023-044	3306
	001-1600-513.39-00	26,886		
	001-1600-513.39-00	34,287		
	001-1600-513.39-00	38,310		
	001-1600-513.39-00	44,215		
	001-1600-513.39-00	73,661		
	001-1600-513.39-00	76,161		
	001-1600-513.39-00	89,913		
	001-1600-513.39-00	634,500		
	001-1600-513.82-01	20,000	AFBP21 ECONOMIC INC RESO #2023-044	3306
	001-1600-513.39-00	480,000		
	001-1600-513.39-00	560,000	AFBP21 FISKE PROJECT RESO #2023-044	3306
	001-1600-513.39-00	6,071	AFBP21 SUSTAINABILITY RESO #2023-044	3306
	001-1600-513.39-00	37,500		
	001-1600-513.31-00	97,100	PROFESSIONAL SERVICES RESO # 2023-044	3404
05/25/23	001-1600-513.39-00	(500,000)	FND FY23 ANNUAL ST PAVING RESO # 2023-046	3297
	001-1600-513.39-00	(50,000)	FND REPAIR FIRE APP E31 RESO # 2023-047	3295
05/31/23	001-1600-513.39-00	(19,000)	FIRE/POL TRAINEES MAY CLEANUP	3586
	001-1600-513.55-00	19,000		
	001-1600-513.55-00	(19,000)		3921
	001-1600-513.55-02	19,000		
	001-1600-513.39-00	(25,559)	STRADLEY PARK CONTIGENCY MAY CLEANUP	3586
06/27/23	001-1600-513.39-00	(5,392)	BRACCO FITNESS COURSE JUNE CLEANUP	3865
	001-1600-513.55-00	(8,975)	CENTRAL SQ PENS OT JUNE CLEANUP	3865
	001-1600-513.34-00	8,975		
07/11/23	001-1600-513.39-00	(42,033)	FLEET SOFTWARE 2023-074	4004
	001-1600-513.39-00	(9,354)		
07/31/23	001-1600-513.23-02	(3,000)	EMPLOYEE EVENT JULY CLEANUP	4334
	001-1600-513.48-00	3,000		
	001-1600-513.39-00	(1,471)	HR RECRUITMENT JULY CLEANUP	4334
	001-1600-513.55-02	1,471		
	001-1600-513.42-00	(75)	SUPERION PROGRAMMING JULY CLEANUP	4334
	001-1600-513.34-00	75		
08/08/23	001-1600-513.39-00	(560,000)	Fiske Blvd Grant 2023-086	4418
08/16/23	001-1600-513.56-15	(42,033)	FLEET FASTER SFTWR CORR TRUE UP FY22 AFB	4574
	001-1600-513.39-00	42,033		
08/17/23	001-1600-513.39-00	(560,000)	FISKE BLVD GRANT R.23-086 CORR BAF 22-101-IFT	4666
	001-1600-513.39-00	560,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
08/31/23	001-1600-513.13-00	(1,351)	DEBTBOOK AUGUST CLEANUP	4868
	001-1600-513.56-15	1,351		
	001-1600-513.39-00	(38,000)	HS TRAINEE PROGRAM AUGUST CLEANUP	4868
	001-1600-513.39-00	(32,000)		
	001-1600-513.23-02	(2,250)	NATIONAL NIGHT OUT AGAINST CRIME AUG CLEANUP	4868
	001-1600-513.48-00	2,250		
	001-1600-513.55-01	(760)	PARAMEDIC SCHOOL UNIFORM AUGUST CLEANUP	4868
	001-1600-513.52-00	760		
	001-1600-513.23-00	(4,170)	PD/ FIRE AD&D INSR AUGUST CLEANUP	4868
	001-1600-513.45-00	4,170		
	001-1600-513.13-00	(1,850)	POOL VEHICLE COSTS AUGUST CLEANUP	4868
	001-1600-513.52-30	1,850		
	001-1600-513.51-00	(62)	PROPERTY TAGS AUGUST CLEANUP	4868
	001-1600-513.52-00	62		
	001-1600-513.42-00	(52)	SUMMER INTERN LUNCH AUGUST CLEANUP	4868
	001-1600-513.48-00	52		
	001-1600-513.23-02	(755)	WELLNESS PROGRAM PRIZES AUGUST CLEANUP	4868
	001-1600-513.48-00	755		
09/12/23	001-1600-514.31-01	(25,000)	LABOR RELATIONS INVOICES RESOLUTION #: 2023-096	4960
	001-1600-513.31-01	25,000		
	001-1600-513.56-15	(821,000)	PROVOST PARK ERP FND RESOLUTION #: 2023-099	4961
09/25/23	001-1600-513.39-00	(50,000)	PLAN REVIEW SERVICES	5128
09/28/23	001-1600-513.55-01	(4,484)	CORRECT SELF INS FND REV RESOLUTION #: 2023-109	5191
	001-1600-513.49-00	4,484		
	001-1600-513.49-00	129,646		
56	Budget Amendments/Transfers		Division 1600 Total	$6,462,208
1601 - EMERGENCY/DISASTER SVS				
11/29/22	001-1601-525.41-00	2,703	PO # 79833-Communications PO BUDGET ROLL	733
04/25/23	001-1601-525.23-00	10	FND EMERG DIS HURRICANES RESO # 2023-041	2890
	001-1601-525.24-00	23		
	001-1601-525.22-00	109		
	001-1601-525.24-00	167		
	001-1601-525.23-00	281		
	001-1601-525.22-03	315		
	001-1601-525.42-00	375		
	001-1601-525.22-00	378		
	001-1601-525.22-01	517		
	001-1601-525.52-00	1,612		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/25/23	001-1601-525.24-00	3,894	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	001-1601-525.12-00	5,515			
	001-1601-525.22-00	6,854			
	001-1601-525.21-00	7,714			
	001-1601-525.46-02	7,969			
	001-1601-525.49-00	8,150			
	001-1601-525.49-00	8,400			
	001-1601-525.31-00	9,680			
	001-1601-525.14-00	13,770			
	001-1601-525.46-02	13,984			
	001-1601-525.22-01	20,925			
	001-1601-525.34-00	21,787			
	001-1601-525.46-00	50,000			
	001-1601-525.12-00	79,802			
	001-1601-525.46-00	82,524			
09/15/23	001-1601-525.46-00	15,000	HURR. NICOLE DAY SLIPS		5000
3 Budget Amendments/Transfers				Division 1601 Total $362,458	
1801 - HUMAN RESOURCES					
11/29/22	001-1801-513.55-00	2,700	PO # 79819-GovernmentJobs PO BUDGET ROLL		733
05/02/23	001-1801-513.56-15	(500)	FND VERIZON TO YE APRIL CLEANUP		2962
	001-1801-513.41-00	500			
06/27/23	001-1801-513.12-00	(582)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-1801-513.12-12	582			
07/31/23	001-1801-513.56-15	(342)	ADDL MEMBERSHIP JULY CLEANUP		4334
	001-1801-513.54-00	342			
	001-1801-513.51-00	(200)	OFFICE CHAIR JULY CLEANUP		4334
	001-1801-513.52-00	200			
5 Budget Amendments/Transfers				Division 1801 Total $2,700	
1805 - CITY CLERK					
02/23/23	001-1805-513.52-00	(122)	FND SHREDDING INVOICE JANUARY CLEANUP		1973
06/27/23	001-1805-513.12-00	(71)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-1805-513.12-12	71			
07/31/23	001-1805-513.12-00	(11,291)	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-1805-513.12-12	1,411			
	001-1805-513.13-00	9,880			
08/31/23	001-1805-513.12-00	(2,596)	RETIREMENT CONTRIBUTIONS AUGUST CLEANUP		4868
	001-1805-513.23-04	(1,000)			
	001-1805-513.22-00	3,596			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4	Budget Amendments/Transfers		Division 1805 Total	($122)	
1905 - ECONOMIC DEVELOPMENT					
10/11/22	001-1905-515.12-00	(56,139)	TRX GIS ANALYST TO IT RESO # 2022-103		111
	001-1905-515.23-04	(22,361)			
	001-1905-515.22-00	(6,181)			
	001-1905-515.21-00	(4,755)			
	001-1905-515.27-00	(2,400)			
	001-1905-515.23-07	(824)			
	001-1905-515.23-08	(138)			
	001-1905-515.23-00	(102)			
	001-1905-515.23-09	(100)			
	001-1905-515.24-00	(90)			
11/01/22	001-1905-515.12-00	(25,000)	FND ECFRPL FOR PLANNING OCTOBER CLEANUP		560
	001-1905-515.34-00	25,000			
	001-1905-515.12-00	(1,500)	FND PLAT REVIEW OCTOBER CLEANUP		560
	001-1905-515.31-00	1,500			
12/21/22	001-1905-515.54-00	(1,155)	FUND PLATT REVIEWS NOVEMBER CLEANUP		1063
	001-1905-515.31-00	1,155			
02/14/23	001-1905-559.40-00	400	CN WINTER SYMPOSIUM RESO # 2023-014		1856
	001-1905-559.40-00	400			1885
	001-1905-515.12-00	(153,080)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1905-515.23-04	(36,344)			
	001-1905-515.34-00	(25,000)			
	001-1905-515.22-00	(19,412)			
	001-1905-515.21-00	(13,852)			
	001-1905-515.27-00	(6,850)			
	001-1905-515.56-15	(3,200)			
	001-1905-515.31-00	(2,655)			
	001-1905-515.40-00	(2,460)			
	001-1905-515.54-00	(2,386)			
	001-1905-515.42-00	(2,241)			
	001-1905-515.23-07	(1,342)			
	001-1905-515.46-03	(1,143)			
	001-1905-515.52-30	(1,111)			
	001-1905-515.41-00	(1,090)			
	001-1905-515.51-00	(950)			
	001-1905-515.55-00	(790)			
	001-1905-515.23-09	(673)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1905-515.24-00	(596)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014	1856
	001-1905-515.23-00	(581)		
	001-1905-515.23-08	(279)		
	001-1905-515.49-00	(200)		
	001-1905-515.52-00	(120)		
	001-1905-515.47-00	(66)		
	001-1905-559.55-00	(1,710)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1905-559.40-00	(1,300)		
	001-1905-559.40-00	(500)		
	001-1905-559.41-00	(440)		
	001-1905-559.40-00	(400)		
	001-1905-559.55-00	(400)		
	001-1905-559.55-00	(100)		
	001-1905-559.55-00	(100)		
	001-1905-515.47-00	66		
	001-1905-515.52-00	120		
	001-1905-515.49-00	200		
	001-1905-515.23-08	279		
	001-1905-515.23-00	581		
	001-1905-515.24-00	596		
	001-1905-515.23-09	673		
	001-1905-515.55-00	790		
	001-1905-515.51-00	950		
	001-1905-515.41-00	1,090		
	001-1905-515.52-30	1,111		
	001-1905-515.46-03	1,143		
	001-1905-515.23-07	1,342		
	001-1905-515.42-00	2,241		
	001-1905-515.54-00	2,386		
	001-1905-515.40-00	2,460		
	001-1905-515.31-00	2,655		
	001-1905-515.56-15	3,200		
	001-1905-515.27-00	6,850		
	001-1905-515.21-00	13,852		
	001-1905-515.22-00	19,412		
	001-1905-515.34-00	25,000		
	001-1905-515.23-04	36,344		
	001-1905-515.12-00	153,080		
	001-1905-515.12-00	(150,254)		1885

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1905-515.23-04	(36,008)	ECO DEV RESTRUCTURE RESO # 2023-014	1885
	001-1905-515.34-00	(25,000)		
	001-1905-515.22-00	(19,076)		
	001-1905-515.21-00	(13,631)		
	001-1905-515.27-00	(6,700)		
	001-1905-515.56-15	(3,200)		
	001-1905-515.31-00	(2,655)		
	001-1905-515.40-00	(2,460)		
	001-1905-515.54-00	(2,386)		
	001-1905-515.42-00	(2,241)		
	001-1905-515.23-07	(1,331)		
	001-1905-515.46-03	(1,143)		
	001-1905-515.52-30	(1,111)		
	001-1905-515.41-00	(1,090)		
	001-1905-515.51-00	(950)		
	001-1905-515.55-00	(790)		
	001-1905-515.23-09	(667)		
	001-1905-515.24-00	(593)		
	001-1905-515.23-00	(576)		
	001-1905-515.23-08	(276)		
	001-1905-515.49-00	(200)		
	001-1905-515.52-00	(120)		
	001-1905-515.47-00	(66)		
	001-1905-559.55-00	400	FMCA ANNUAL CONF RESO # 2023-014	1856
	001-1905-559.40-00	500		
	001-1905-559.55-00	400		1885
	001-1905-559.40-00	500		
	001-1905-559.40-00	1,300	FPRA ANNUAL CONF RESO # 2023-014	1856
	001-1905-559.55-00	1,710		
	001-1905-559.40-00	1,300		1885
	001-1905-559.55-00	1,710		
	001-1905-559.55-00	100	FPRA MEDIA CONF RESO # 2023-014	1856
	001-1905-559.55-00	100		1885
	001-1905-559.55-00	100	PIO SYMPOSIUM RESO # 2023-014	1856
	001-1905-559.55-00	100		1885
	001-1905-559.41-00	440	SAM S. CELL PHONE RESO # 2023-014	1856
	001-1905-559.41-00	440		1885
03/14/23	001-1905-559.48-00	13,305	CORR ACCOUNT MARK CAMPG RESO # 2023-022	2258

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/19/23	001-1905-559.27-00	(152)	CORR RESTRUCTURE PR MARCH CLEANUP		2796
	001-1905-515.27-00	152			
06/27/23	001-1905-559.12-00	(3)	NEW DIVISION ROUNDING ERR JUNE CLEANUP		3865
	001-1905-515.27-00	(2)			
	001-1905-515.12-00	1			
	001-1905-515.21-00	1			
	001-1905-515.22-00	1			
	001-1905-515.23-00	1			
	001-1905-515.24-00	1			
07/31/23	001-1905-559.11-00	(1,219)	REORG BUDGETARY SHORTFALL JULY CLEANUP		4334
08/31/23	001-1905-559.40-00	(508)	BONADIO TRAVEL FPRA CONF AUGUST CLEANUP		4868
	001-1905-559.51-00	(125)	MONITOR STAND AUGUST CLEANUP		4868
25	Budget Amendments/Transfers			Division 1905 Total ($349,211)	
1906 - COMMUNICATION/GRANTS					
02/14/23	001-1906-513.23-08	32	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1906-513.24-00	32			
	001-1906-513.23-08	48			
	001-1906-513.24-00	64			
	001-1906-513.23-00	80			
	001-1906-513.23-09	80			
	001-1906-513.23-07	112			
	001-1906-513.23-00	128			
	001-1906-513.23-09	128			
	001-1906-513.23-07	224			
	001-1906-513.21-00	1,344			
	001-1906-513.27-00	1,600			
	001-1906-513.27-00	1,600			
	001-1906-513.22-00	2,000			
	001-1906-513.21-00	2,576			
	001-1906-513.23-04	3,584			
	001-1906-513.22-00	3,824			
	001-1906-513.23-04	7,200			
	001-1906-513.12-00	17,034			
	001-1906-513.12-00	32,000			
	001-1906-513.12-00	(32,000)	ECO DEV RESTRUCTURE RESO # 2023-014		1884
	001-1906-513.12-00	(17,034)			
	001-1906-513.23-04	(7,200)			
	001-1906-513.22-00	(3,824)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1906-513.23-04	(3,584)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1906-513.21-00	(2,576)		
	001-1906-513.22-00	(2,000)		
	001-1906-513.27-00	(1,600)		
	001-1906-513.27-00	(1,600)		
	001-1906-513.21-00	(1,344)		
	001-1906-513.41-00	(440)		
	001-1906-513.23-07	(224)		
	001-1906-513.23-00	(128)		
	001-1906-513.23-09	(128)		
	001-1906-513.23-07	(112)		
	001-1906-513.23-00	(80)		
	001-1906-513.23-09	(80)		
	001-1906-513.24-00	(64)		
	001-1906-513.23-08	(48)		
	001-1906-513.23-08	(32)		
	001-1906-513.24-00	(32)		
	001-1906-513.23-08	32		1885
	001-1906-513.24-00	32		
	001-1906-513.23-08	48		
	001-1906-513.24-00	64		
	001-1906-513.23-00	80		
	001-1906-513.23-09	80		
	001-1906-513.23-07	112		
	001-1906-513.23-00	128		
	001-1906-513.23-09	128		
	001-1906-513.23-07	224		
	001-1906-513.41-00	440		
	001-1906-513.21-00	1,344		
	001-1906-513.27-00	1,600		
	001-1906-513.27-00	1,600		
	001-1906-513.22-00	2,000		
	001-1906-513.21-00	2,576		
	001-1906-513.23-04	3,584		
	001-1906-513.22-00	3,824		
	001-1906-513.23-04	7,200		
	001-1906-513.12-00	17,034		
	001-1906-513.12-00	32,000		
	001-1906-513.41-00	440	TIFF B CELL PHONE RESO # 2023-014	1856

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/23	001-1906-513.24-00	48	REORG BUDGETARY SHORTFALL JULY CLEANUP		4334
	001-1906-513.40-00	186			
	001-1906-513.55-00	985			
08/31/23	001-1906-513.40-00	508	BONADIO TRAVEL FPRA CONF AUGUST CLEANUP		4868
	001-1906-513.52-00	125	MONITOR STAND AUGUST CLEANUP		4868
7	Budget Amendments/Transfers			Division 1906 Total $75,982	
1990 - LEISURE SERVICES					
02/14/23	001-1990-574.55-00	80	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1990-574.52-00	108			
	001-1990-574.15-00	200			
	001-1990-574.51-00	402			
	001-1990-574.23-00	419			
	001-1990-574.23-09	576			
	001-1990-574.23-08	597			
	001-1990-574.47-00	640			
	001-1990-574.46-00	700			
	001-1990-574.52-07	797			
	001-1990-574.42-00	798			
	001-1990-574.44-00	800			
	001-1990-574.44-00	1,000			
	001-1990-574.41-00	1,320			
	001-1990-574.55-00	2,800			
	001-1990-574.23-07	3,336			
	001-1990-574.24-00	4,345			
	001-1990-574.27-00	5,100			
	001-1990-574.48-00	8,846			
	001-1990-574.21-00	13,143			
	001-1990-574.22-00	18,094			
	001-1990-574.34-00	22,327			
	001-1990-574.13-00	53,356			
	001-1990-574.23-04	83,828			
	001-1990-574.12-00	118,886			
	001-1990-574.12-00	(118,886)	ECO DEV RESTRUCTURE RESO # 2023-014		1884
	001-1990-574.23-04	(83,828)			
	001-1990-574.13-00	(53,356)			
	001-1990-574.34-00	(22,327)			
	001-1990-574.22-00	(18,094)			
	001-1990-574.21-00	(13,143)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1990-574.48-00	(8,846)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1990-574.27-00	(5,100)		
	001-1990-574.24-00	(4,345)		
	001-1990-574.23-07	(3,336)		
	001-1990-574.55-00	(2,800)		
	001-1990-574.41-00	(1,320)		
	001-1990-574.44-00	(1,000)		
	001-1990-574.44-00	(800)		
	001-1990-574.42-00	(798)		
	001-1990-574.52-07	(797)		
	001-1990-574.46-00	(700)		
	001-1990-574.47-00	(640)		
	001-1990-574.23-08	(597)		
	001-1990-574.23-09	(576)		
	001-1990-574.23-00	(419)		
	001-1990-574.51-00	(402)		
	001-1990-574.15-00	(200)		
	001-1990-574.52-00	(108)		
	001-1990-574.55-00	(80)		
	001-1990-574.55-00	80		1885
	001-1990-574.52-00	108		
	001-1990-574.15-00	200		
	001-1990-574.51-00	402		
	001-1990-574.23-00	406		
	001-1990-574.23-09	563		
	001-1990-574.23-08	591		
	001-1990-574.47-00	640		
	001-1990-574.46-00	700		
	001-1990-574.52-07	797		
	001-1990-574.42-00	798		
	001-1990-574.44-00	800		
	001-1990-574.44-00	1,000		
	001-1990-574.41-00	1,320		
	001-1990-574.55-00	2,800		
	001-1990-574.23-07	3,305		
	001-1990-574.24-00	4,289		
	001-1990-574.27-00	4,800		
	001-1990-574.48-00	8,846		
	001-1990-574.21-00	12,803		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1990-574.22-00	17,539	ECO DEV RESTRUCTURE RESO # 2023-014	1885
	001-1990-574.34-00	22,327		
	001-1990-574.13-00	51,846		
	001-1990-574.23-04	82,695		
	001-1990-574.12-00	117,016		
02/23/23	001-1990-574.12-00	(1,278)	FND COMP HOURS JANUARY CLEANUP	1973
05/02/23	001-1990-574.52-07	1,000	FND JANITORIAL SUPPLIES APRIL CLEANUP	2962
	001-1990-574.34-00	(2,000)	FND JANITORIAL/UNIF APRIL CLEANUP	2962
	001-1990-574.42-00	(200)		
	001-1990-574.52-00	1,200	FND UNIFORMS APRIL CLEANUP	2962
06/27/23	001-1990-574.48-00	(2,500)	SPECIAL EVENTS JUNE CLEANUP	3865
	001-1990-574.34-00	2,500		
07/31/23	001-1990-574.12-00	(40)	OVERTIME JULY CLEANUP	4334
	001-1990-574.14-00	40		
08/31/23	001-1990-574.44-00	(800)	ADD. OPERATING SUPPLIES AUGUST CLEANUP	4868
	001-1990-574.34-00	(700)		
	001-1990-574.42-00	(528)		
	001-1990-574.52-00	2,028		
10	Budget Amendments/Transfers		Division 1990 Total	$335,393
2100 - POLICE ADMIN/OPERATIONS				
10/25/22	001-2100-521.34-23	14,108	ACCEPT JAG GRANT 2022 RESO # 2022-115	269
11/01/22	001-2100-521.64-00	(117,166)	ASSIGN PROJECT BUDGET	562
	001-2100-521.64-00	117,166	ASSIGN PROJECT BUDGET 2 MARKED PATROL VEHICLES	562
11/29/22	001-2100-521.44-00	(106,988)	AXON LEASE RECLASSIFY GASB 87 COMPLIANCE	696
	001-2100-521.55-00	1,487		
	001-2100-521.46-00	8,860		
	001-2100-521.56-15	11,085		
	001-2100-521.52-00	85,556		
	001-2100-521.52-23	25,444	PO # 78492-Federal Easter PO BUDGET ROLL	733
	001-2100-521.56-15	2,320	PO # 78952-Tyler Tec PO BUDGET ROLL	733
	001-2100-521.56-15	2,320	PO # 79380-Tyler Tec PO BUDGET ROLL	733
	001-2100-521.52-00	335	PO # 79526-Sun Badge PO BUDGET ROLL	733
	001-2100-521.52-00	858	PO # 79532-Florida Bullet PO BUDGET ROLL	733
01/10/23	001-2100-521.52-26	1,960	BPV GRANT 50% MATCH RESO # 2023-003	1358
	001-2100-521.52-26	1,960	BPV GRANT FUNDS RESO # 2023-003	1358
	001-2100-521.52-00	(1,960)	FND 50% BPV MATCH FY22 RESO # 2023-003	1358
01/19/23	001-2100-521.31-00	(2,500)	FND FINANCIAL TRAINING DECEMBER CLEANUP	1462

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/19/23	001-2100-521.34-00	(2,000)	FND FINANCIAL TRAINING DECEMBER CLEANUP	1462
	001-2100-521.44-00	(719)		
	001-2100-521.55-00	5,219		
03/14/23	001-2100-521.12-00	(6,685)	FY23 VOCA GR 2022-CPD RESO # 2023-027	2262
	001-2100-521.55-35	(1,397)		
	001-2100-521.41-35	(1,080)		
	001-2100-521.52-35	(651)		
	001-2100-521.55-22	3,976	JAG AWARD 2021 RESO # 2023-027	2262
	001-2100-521.40-22	4,984		
	001-2100-521.52-23	25,444	PO # 78492 FED EASTERN RESO # 2023-027	2262
	001-2100-521.52-23	(25,444)	REV BPV ROLL 78492 RESO # 2023-027	2262
04/25/23	001-2100-521.52-36	17,021	EBIKE FH SUBS DONATION RESO # 2023-038	2888
	001-2100-521.52-00	(23,676)	FND SWAT VAN DES/FAB RESO # 2023-040	2889
	001-2100-521.52-30	(20,000)		
	001-2100-521.46-02	(5,000)		
	001-2100-521.64-00	62,976		
05/31/23	001-2100-521.64-00	869	CORR BAF 23-043-T MAY CLEANUP	3586
06/27/23	001-2100-521.52-30	(395)	POLICE VEHICLES JUNE CLEANUP	3865
	001-2100-521.64-00	1,169		
07/31/23	001-2100-521.55-00	4,200	CELLEBRITE TRAINING JULY CLEANUP	4334
	001-2100-521.12-00	(15,000)	CONTRACTUAL WAGES JULY CLEANUP	4334
	001-2100-521.12-06	15,000		
	001-2100-521.52-30	(37,339)	GAS MASKS JULY CLEANUP	4334
	001-2100-521.64-00	8,954		
	001-2100-521.52-00	28,385		
08/22/23	001-2100-521.22-02	57,137	STATE CONTRIB FOR PENSION 2023-090	4618
08/31/23	001-2100-521.52-30	(1,000)	ADD. FUNDING AUGUST CLEANUP	4868
	001-2100-521.52-07	1,000		
	001-2100-521.40-00	480	CFA CONFERENCE AUGUST CLEANUP	4868
	001-2100-521.52-30	(4,000)	ENTERPRISE PO 80359 AUGUST CLEANUP	4868
	001-2100-521.49-00	4,000		
	001-2100-521.12-00	32,000	HS TRAINEE PROGRAM AUGUST CLEANUP	4868
	001-2100-521.40-22	(2,012)	JAG GRANT REALLOCATION AUGUST CLEANUP	4868
	001-2100-521.55-22	2,012		
	001-2100-521.23-04	(40,617)	PD OVERTIME AUGUST CLEANUP	4868
	001-2100-521.14-00	40,617		
	001-2100-521.52-00	(1,299)	POLICE UNIFORMS AUGUST CLEANUP	4868
	001-2100-521.52-02	1,299		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
32	Budget Amendments/Transfers		Division 2100 Total	$173,273	
2101 - POLICE COMMUNICATIONS					
11/01/22	001-2101-521.64-00	(135,050)	ASSIGN PROJECT BUDGET		562
	001-2101-521.64-00	135,050	ASSIGN PROJECT BUDGET P25 RADIO REPLACEMENT		562
03/14/23	001-2101-521.54-00	(282)	FND NOTARY RENEWALS FEBRUARY CLEANUP		2234
	001-2101-521.49-00	282			
	001-2101-521.64-00	(869)	FND VEHICLES W/ PROJ BAL FEBRUARY CLEANUP		2234
	001-2101-521.64-00	869			
04/25/23	001-2101-521.46-00	(5,662)	FND SWAT VAN DES/FAB RESO # 2023-040		2889
	001-2101-521.34-00	(4,830)			
05/31/23	001-2101-521.64-00	(869)	CORR BAF 23-043-T MAY CLEANUP		3586
06/27/23	001-2101-521.12-00	(2,096)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-2101-521.12-12	2,096			
	001-2101-521.64-00	(774)	POLICE VEHICLES JUNE CLEANUP		3865
07/31/23	001-2101-521.55-00	(4,200)	CELLEBRITE TRAINING JULY CLEANUP		4334
	001-2101-521.12-06	651	CONTRACTUAL WAGES JULY CLEANUP		4334
	001-2101-521.12-00	(27,200)	OVERTIME JULY CLEANUP		4334
	001-2101-521.12-00	(16,651)			
	001-2101-521.14-00	16,000			
	001-2101-521.14-00	27,200			
	001-2101-521.55-00	(738)	SCANNER FOR RECORDS JULY CLEANUP		4334
	001-2101-521.54-00	353			
	001-2101-521.56-15	385			
08/31/23	001-2101-521.40-00	(480)	CFA CONFERENCE AUGUST CLEANUP		4868
	001-2101-521.55-00	(837)	THIN CLIENT LIC. & MONIT AUGUST CLEANUP		4868
	001-2101-521.56-15	837			
14	Budget Amendments/Transfers		Division 2101 Total	($16,815)	
2132 - CODE ENFORCEMENT					
04/25/23	001-2132-524.31-01	(1,500)	FND SWAT VAN DES/FAB RESO # 2023-040		2889
	001-2132-524.45-00	(1,000)			
	001-2132-524.49-00	(755)			
	001-2132-524.46-03	(553)			
06/27/23	001-2132-524.12-12	554	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-2132-524.12-00	(559)	ACCRUAL PAYOUTS & OT JUNE CLEANUP		3865
	001-2132-524.14-00	5	OVERTIME JUNE CLEANUP		3865
07/31/23	001-2132-524.52-00	(2,150)	MOBLEY-PROTECTIVE INSPECT JULY CLEANUP		4334
	001-2132-524.49-00	(1,434)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/23	001-2132-524.55-00	(1,190)	MOBLEY-PROTECTIVE INSPECT JULY CLEANUP		4334
	001-2132-524.51-00	(1,100)			
	001-2132-524.40-00	(1,000)			
	001-2132-524.52-30	(950)			
	001-2132-524.47-00	(550)			
	001-2132-524.46-03	(365)			
	001-2132-524.54-00	(168)			
	001-2132-524.34-00	2,308			
	001-2132-524.34-00	6,599			
5	Budget Amendments/Transfers		Division 2132 Total	($3,808)	
2200 - FIRE ADMINISTRATION					
11/01/22	001-2200-522.52-00	(988)	FND MOBILEYES SETUP/ANNUA OCTOBER CLEANUP		560
	001-2200-522.56-15	988			
02/23/23	001-2200-522.34-00	10,000	FND FIRE INSP & PLAN REV JANUARY CLEANUP		1973
04/19/23	001-2200-522.52-00	(500)	FND BUSINESS CARDS MARCH CLEANUP		2796
	001-2200-522.47-00	500			
04/25/23	001-2200-522.34-00	95,000	FIRE INSP SRV PDCS RESO # 2023-043		2883
05/02/23	001-2200-522.12-00	(15,000)	FND INSP SERVICES PCDS APRIL CLEANUP		2962
	001-2200-522.34-00	15,000			
07/25/23	001-2200-522.12-00	(110,000)	SHORTAGE OF PERSONNEL 2023-079		4208
	001-2200-522.22-01	(60,000)			
	001-2200-522.23-04	(10,000)			
07/31/23	001-2200-522.12-12	3,885	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-2200-522.12-07	141	CONTRACTUAL WAGES JULY CLEANUP		4334
	001-2200-522.12-06	870			
	001-2200-522.24-00	(4,000)	CONTRACTUAL WAGES/ACCRAUL JULY CLEANUP		4334
	001-2200-522.11-00	(3,662)			
08/22/23	001-2200-522.22-01	72,352	STATE CONTRIB FOR PENSION 2023-090		4618
08/31/23	001-2200-522.22-01	(72,352)	CORRECT BAF# 23-105 AUGUST CLEANUP		4868
	001-2200-522.22-02	72,352			
11	Budget Amendments/Transfers		Division 2200 Total	($5,414)	
2201 - FIRE OPERATIONS					
11/01/22	001-2201-522.64-00	(110,600)	ASSIGN PROJECT BUDGET		562
	001-2201-522.64-00	89,200	ASSIGN PROJECT BUDGET P25 RADIOS YEAR 2 OF 3		562
	001-2201-522.64-00	21,400	ASSIGN PROJECT BUDGET SMOKE EJECTOR FANS		562
	001-2201-522.46-00	(2,675)	FND AC CONDENSER FOR MICH OCTOBER CLEANUP		560
	001-2201-522.49-00	2,675			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/01/22	001-2201-522.52-00	(250)	FND TWILIO FOR TELESTAFF OCTOBER CLEANUP	560
	001-2201-522.41-00	250		
11/29/22	001-2201-522.46-03	16,723	PO # 79773-Josam Prod PO BUDGET ROLL	733
12/13/22	001-2201-522.64-00	269,920	FIRE RESCUE APPARATUS RESO #2022-137	941
02/23/23	001-2201-522.55-00	(10,000)	FND FIRE INSP & PLAN REV JANUARY CLEANUP	1973
03/06/23	001-2201-522.64-00	850,000	AFB PROJECT PUMPER TRK RESO # 2023-019	2114
05/25/23	001-2201-522.46-03	50,000	FND REPAIR FIRE APP E31 RESO # 2023-047	3295
06/27/23	001-2201-522.64-00	(13,935)	SMOKE EJECTOR FANS JUNE CLEANUP	3865
	001-2201-522.52-00	13,935		
07/25/23	001-2201-522.12-00	(135,066)	SHORTAGE OF PERSONNEL 2023-079	4208
	001-2201-522.13-00	(130,000)		
	001-2201-522.23-04	(100,000)		
	001-2201-522.12-06	23,000		
	001-2201-522.12-12	43,566		
	001-2201-522.15-00	126,300		
	001-2201-522.14-00	352,200		
07/31/23	001-2201-522.12-12	2,766	ACCRUAL PAYOUTS JULY CLEANUP	4334
	001-2201-522.43-00	(300)	FLORIDA CITY GAS JULY CLEANUP	4334
	001-2201-522.52-10	300		
08/16/23	001-2201-522.64-00	(850,000)	FIRE PUMPER TRUCK TRUE UP FY22 AFB	4574
	001-2201-522.64-00	850,000		
08/22/23	001-2201-522.52-30	(31,000)	2023SUTPHEN T32&E33REPAIR 2023-091	4619
	001-2201-522.46-03	31,000		
08/31/23	001-2201-522.46-00	(7,825)	ADD. FUNDING AUGUST CLEANUP	4868
	001-2201-522.52-00	7,825		
	001-2201-522.12-00	(23,094)	FIRE FICA AUGUST CLEANUP	4868
	001-2201-522.21-00	23,094		
	001-2201-522.55-00	(10,000)	FIRE RESERVE UNIT EQUIP. AUGUST CLEANUP	4868
	001-2201-522.52-00	10,000		
	001-2201-522.12-00	(975)	FIRE RETIREMENT CONT. AUGUST CLEANUP	4868
	001-2201-522.22-00	975		
	001-2201-522.46-00	(7,000)	FIRE UNIFORMS AUGUST CLEANUP	4868
	001-2201-522.52-02	7,000		
	001-2201-522.12-00	38,000	HS TRAINEE PROGRAM AUGUST CLEANUP	4868
22 Budget Amendments/Transfers			Division 2201 Total $1,397,409	
3200 - ADMINISTRATION				
11/29/22	001-3200-515.62-00	750,000	BLAKE SUBD NEW HOUSES CAPITAL PROJ BUDGET ROLL	722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	001-3200-515.34-00	3,200	PO # 79924-Tuttle Armfiel PO BUDGET ROLL	733
12/13/22	001-3200-515.56-15	36,687	4 CAMERAS AT JLS RESO # 2022-129	939
03/14/23	001-3200-515.31-15	30,000	2020 HPF AF AMER CIV GR RESO # 2023-027	2262
	001-3200-515.42-00	(55)	FND HPC BUSINESS CARDS FEBRUARY CLEANUP	2234
	001-3200-515.47-00	55		
	001-3200-515.42-00	(515)	FND NEG ACCT BAL FEBRUARY CLEANUP	2234
	001-3200-515.51-00	(143)		
	001-3200-515.41-00	15		
	001-3200-515.49-00	143		
	001-3200-515.34-00	500		
04/11/23	001-3200-515.31-16	12,081	H.T. MOORE ARCHITECTUAL RESO # 2023-034	2679
	001-3200-515.46-00	288,919	H.T. MOORE R&M RESO # 2023-034	2679
04/19/23	001-3200-515.52-30	(643)	FND NEG ACCT BALANCE MARCH CLEANUP	2796
	001-3200-515.49-00	143		
	001-3200-515.34-00	500		
05/23/23	001-3200-515.61-00	241,379	CD22PS VILLAGE PARKING RESO #2023-044	3306
06/27/23	001-3200-515.12-12	2,421	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	001-3200-515.12-00	(2,427)	ACCRUAL PAYOUTS & OT JUNE CLEANUP	3865
	001-3200-515.14-00	6	OVERTIME JUNE CLEANUP	3865
07/31/23	001-3200-515.34-00	(248)	BTR RENEWAL ENVELOPES JULY CLEANUP	4334
	001-3200-515.51-00	100		
	001-3200-515.47-00	148		
	001-3200-515.12-00	(8,000)	INSURANCE MEDICAL JULY CLEANUP	4334
	001-3200-515.23-04	8,000		
08/31/23	001-3200-515.49-00	(48)	ADD VERIZON FND PO 80354 AUGUST CLEANUP	4868
	001-3200-515.41-00	48		
	001-3200-515.12-00	(211)	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	001-3200-515.12-12	211		
	001-3200-515.12-00	(852)	DROP BENEFIT OFFSET AUGUST CLEANUP	4868
	001-3200-515.27-00	852		
	001-3200-515.12-00	(349)	DROP WAGES AUGUST CLEANUP	4868
	001-3200-515.13-00	349		
19 Budget Amendments/Transfers			Division 3200 Total $1,362,266	
3500 - ADMINISTRATION				
07/31/23	001-3500-519.11-00	(5,000)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	001-3500-519.12-12	16,139		
08/31/23	001-3500-519.12-00	7,453	ADD. FUNDING REG. SALARY AUGUST CLEANUP	4868

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
08/31/23	001-3500-519.12-12	414	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	001-3500-519.21-00	1,328	PUBLIC WORKS FICA AUGUST CLEANUP	4868
	001-3500-519.22-00	1,705	RETIREMENT CONTRIBUTIONS AUGUST CLEANUP	4868
5	Budget Amendments/Transfers		Division 3500 Total $22,039	
3510 - STREET MANAGEMENT				
11/01/22	001-3510-541.63-00	(300,000)	ASSIGN PROJECT BUDGET	562
	001-3510-541.63-00	300,000	ASSIGN PROJECT BUDGET ANNUAL STREET PAVING	562
11/29/22	001-3510-541.63-00	3,984	AURORA ST DITCH PIPING CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.64-00	2,500	CAPITAL PURCHASE CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.63-00	89,913	DIAMOND SQUARE PAVING CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.63-00	14,495	FDOT SIDEWALK & CURB IMPR CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.63-00	17,087	PO # 76945-Infra Solution PO BUDGET ROLL	733
	001-3510-541.63-00	3,637	PO # 78121-VA Paving PO BUDGET ROLL	733
	001-3510-541.31-00	29,901	PO # 79571-Mead & Hunt PO BUDGET ROLL	733
	001-3510-541.46-00	38,310	SLFRF PAVING CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.64-00	3,559	VEHICLE PURCHASE CAPITAL PROJ BUDGET ROLL	722
01/19/23	001-3510-541.46-00	(5,900)	FND NEW EQUIP TRLR DECEMBER CLEANUP	1462
	001-3510-541.64-00	5,900		
02/23/23	001-3510-541.46-00	(5,150)	FND ENG SRVS-TRAFF DESIGN JANUARY CLEANUP	1973
	001-3510-541.31-00	5,150		
03/14/23	001-3510-541.46-00	(200)	FND EQUIP TRLR BUDGET FEBRUARY CLEANUP	2234
	001-3510-541.64-00	200		
	001-3510-541.64-00	(2,500)	REDUCE CAP ROLL BUDGET RESO # 2023-022	2258
	001-3510-541.63-00	(14,495)	REDUCE CAP ROLL BUDGET RESO # 2023-022	2258
	001-3510-541.64-00	(3,559)		
04/19/23	001-3510-541.46-00	(100)	FND PO# 80465 INV# 009 MARCH CLEANUP	2796
	001-3510-541.31-00	100		
05/23/23	001-3510-541.63-00	(89,913)	AFBP21 RESO #2023-044	3306
	001-3510-541.46-00	(38,310)		
	001-3510-541.63-00	(3,637)		
05/25/23	001-3510-541.46-00	50,000	FND FY23 ANNUAL ST PAVING RESO # 2023-046	3297
	001-3510-541.63-00	450,000		
06/27/23	001-3510-541.49-00	127	CAR REGISTRATION JUNE CLEANUP	3865
	001-3510-541.15-00	225	CELL PHONE ALLOW UNBDGTD JUNE CLEANUP	3865
	001-3510-541.14-00	(352)	CELL PHONE ALLOW/CAR REG JUNE CLEANUP	3865
	001-3510-541.46-00	(12,215)	REPLENISH ROAD MATERIALS JUNE CLEANUP	3865
	001-3510-541.49-00	127		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/27/23	001-3510-541.53-00	12,088	REPLENISH ROAD MATERIALS JUNE CLEANUP		3865
	001-3510-541.46-00	(10,000)	TRAFFIC IMPACT STUDIES JUNE CLEANUP		3865
	001-3510-541.34-00	10,000			
07/31/23	001-3510-541.46-00	3,000	RIBBON CURB INSTALL JULY CLEANUP		4334
08/16/23	001-3510-541.46-00	(50,000)	FUND ANNUAL SIDEWALK MAIN TRUE UP FY22 AFB		4574
	001-3510-541.46-00	50,000			
	001-3510-541.63-00	(450,000)	FUND ANNUAL STREET PAVING TRUE UP FY22 AFB		4574
	001-3510-541.63-00	450,000			
08/31/23	001-3510-541.52-30	(5,471)	FP&L ADD. FUNDING AUGUST CLEANUP		4868
	001-3510-541.34-00	(4,000)			
	001-3510-541.54-00	(1,200)			
	001-3510-541.40-00	(500)			
	001-3510-541.42-00	(500)			
	001-3510-541.43-00	11,671			
	001-3510-541.12-00	(9,959)	REGULAR SALARIES AUGUST CLEANUP		4868
	001-3510-541.12-00	(8,694)			
	001-3510-541.23-04	(7,453)			
	001-3510-541.23-04	(3,577)			
	001-3510-541.12-00	(1,705)			
	001-3510-541.23-04	(1,328)			
	001-3510-541.23-04	(414)			
	001-3510-541.52-30	(5,260)	STRIPING ADD. FUNDING AUGUST CLEANUP		4868
	001-3510-541.55-00	(3,018)			
	001-3510-541.46-00	8,278			
30	Budget Amendments/Transfers			Division 3510 Total $520,842	
3520 - PARKS & BEAUTIFICATION					
11/29/22	001-3520-572.64-00	49,130	PO # 79068-Alan Jay Chev PO BUDGET ROLL		733
02/28/23	001-3520-572.31-11	(15,000)	FND ARBOR DAY TREE PURCH RESO # 2023-017		2033
	001-3520-572.31-11	(15,000)			
	001-3520-572.31-11	15,000			
03/14/23	001-3520-572.46-00	(700)	FND EYE WASH STATION FEBRUARY CLEANUP		2234
	001-3520-572.46-02	700			
04/19/23	001-3520-572.46-00	(2,000)	FND PRESSURE WASHING MARCH CLEANUP		2796
	001-3520-572.34-00	500			
	001-3520-572.49-00	1,500			
05/02/23	001-3520-572.46-00	(7,000)	FND OPERATING SUPPL TO YE APRIL CLEANUP		2962
	001-3520-572.52-00	7,000			
	001-3520-572.46-00	(300)	FND VERIZON TO YE APRIL CLEANUP		2962

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/02/23	001-3520-572.41-00	300	FND VERIZON TO YE APRIL CLEANUP		2962
07/11/23	001-3520-572.31-11	15,000	TREE GRANT YR3 AWARD 2023-067		3997
07/31/23	001-3520-572.46-00	(5,653)	ICE MACHINE JULY CLEANUP		4334
	001-3520-572.64-00	5,653			
08/31/23	001-3520-572.34-09	(12,400)	ADD. FUNDING AUGUST CLEANUP		4868
	001-3520-572.40-00	1,100			
	001-3520-572.34-00	1,300			
	001-3520-572.52-00	10,000			
	001-3520-572.12-00	(240)	SHOE ALLOWANCE AUGUST CLEANUP		4868
	001-3520-572.20-00	240			
10	Budget Amendments/Transfers			Division 3520 Total $49,130	
3540 - PUBLIC WORKS- FLEET MAINT					
11/29/22	001-3540-519.34-00	13,353	PO # 79882-Genuine Parts PO BUDGET ROLL		733
02/23/23	001-3540-519.55-00	(4,500)	FND TRANSMISSION JACK JANUARY CLEANUP		1973
	001-3540-519.46-00	(2,400)			
	001-3540-519.56-15	(2,000)			
	001-3540-519.64-00	8,900			
03/14/23	001-3540-519.56-15	(350)	FND SHIPPING TRANSM LIFT FEBRUARY CLEANUP		2234
	001-3540-519.64-00	350			
04/19/23	001-3540-519.64-00	(350)	FND TRANSMISSION JACK MARCH CLEANUP		2796
	001-3540-519.64-00	350			
05/02/23	001-3540-519.52-00	(578)	PROMO ITEMS W/ COCOA APRIL CLEANUP		2962
	001-3540-519.48-00	578			
06/27/23	001-3540-519.12-00	(1,469)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-3540-519.12-12	1,469			
07/11/23	001-3540-519.55-00	15,950	FLEET SOFTWARE 2023-074		4004
	001-3540-519.56-15	93,151			
07/31/23	001-3540-519.12-00	(11,259)	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-3540-519.20-00	120	SHOE ALLOWANCE JULY CLEANUP		4334
	001-3540-519.64-00	15,637	VEHICLE WASH MACHINE JULY CLEANUP		4334
08/16/23	001-3540-519.55-00	(7,512)	FLEET FASTER SFTWR TRAIN TRUE UP FY22 AFB		4574
	001-3540-519.55-00	7,512			
	001-3540-519.56-15	(34,521)	FLEET FASTER SOFTWARE TRUE UP FY22 AFB		4574
	001-3540-519.56-15	34,521			
12	Budget Amendments/Transfers			Division 3540 Total $126,952	
3560 - FACILITY MANAGEMENT					
11/01/22	001-3560-519.64-00	(41,000)	ASSIGN PROJECT BUDGET		562

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/01/22	001-3560-519.64-00	41,000	ASSIGN PROJECT BUDGET CITY HALL HVAC REPLACE	562
11/29/22	001-3560-519.64-00	13,175	CAPITAL PURCHASE CAPITAL PROJ BUDGET ROLL	722
	001-3560-519.64-00	10,005	CIVIV CENTER CAPITAL PROJ BUDGET ROLL	722
	001-3560-519.64-00	6,071	FIRE ALARM MUSEUM REPL CAPITAL PROJ BUDGET ROLL	722
	001-3560-519.64-00	27,045	PO # 79067-Alan Jay Chevr PO BUDGET ROLL	733
	001-3560-519.64-00	100,890	PO # 79572-Cortez Heating PO BUDGET ROLL	733
	001-3560-519.64-00	28,929	PO # 79646-ADS Security PO BUDGET ROLL	733
	001-3560-519.31-00	6,000	PO # 79790-ISS PO BUDGET ROLL	733
	001-3560-519.46-00	5,970	PO # 79810-Kendall Signs PO BUDGET ROLL	733
	001-3560-519.31-00	6,250	PO # 79834-ISS PO BUDGET ROLL	733
	001-3560-519.52-00	2,985	PO # 79879-Kendall Signs PO BUDGET ROLL	733
	001-3560-519.46-02	2,900	PO # 79905-C & D Construc PO BUDGET ROLL	733
	001-3560-519.49-00	13,150	PO # 79914-Graybar PO BUDGET ROLL	733
	001-3560-519.46-00	8,951	PO # 79915-East Coast Fen PO BUDGET ROLL	733
	001-3560-519.46-02	21,607	PO # 79918-Doug Wilson En PO BUDGET ROLL	733
	001-3560-519.64-00	11,074	VEHICLE PURCHASE CAPITAL PROJ BUDGET ROLL	722
01/10/23	001-3560-519.64-00	23,428	DONATION FOR ROTARY CLOCK RESO # 2023-004	1359
02/28/23	001-3560-519.64-00	15,000	FND ARBOR DAY TREE PURCH RESO # 2023-017	2033
03/14/23	001-3560-519.62-00	74,143	UPGRADE PH ELEVATOR RESO # 2023-024	2260
03/30/23	001-3560-519.64-00	123,603	FIRE ALARM PANEL CVPH RESO #2023-028	2516
04/25/23	001-3560-519.34-00	(5,000)	FND CITY HALL HVAC` RESO # 2023-035	2884
	001-3560-519.64-00	5,000		
05/23/23	001-3560-519.64-00	(6,071)	PWFBPI SUSTAINABILITY RESO #2023-044	3306
06/27/23	001-3560-519.64-00	(6,071)	CORR PROJ NUMBER PW22FI JUNE CLEANUP	3865
	001-3560-519.64-00	6,071		
	001-3560-519.52-30	(8,000)	VEHICLE REPAIRS JUNE CLEANUP	3865
	001-3560-519.46-03	8,000		
07/31/23	001-3560-519.46-02	(12,383)	GOLF CART JULY CLEANUP	4334
	001-3560-519.64-00	12,383		
	001-3560-519.46-00	(3,000)	RIBBON CURB INSTALL JULY CLEANUP	4334
	001-3560-519.52-30	(15,637)	VEHICLE WASH MACHINE JULY CLEANUP	4334
08/08/23	001-3560-519.52-30	8,264	Fleet Vehicle Wash System 2023-084	4416
08/31/23	001-3560-519.46-00	(20,000)	ADD. FUNDING AUGUST CLEANUP	4868
	001-3560-519.46-02	20,000		
	001-3560-519.40-00	(1,000)	OVERTIME AUGUST CLEANUP	4868
	001-3560-519.14-00	1,000		
	001-3560-519.14-00	3,577		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
08/31/23	001-3560-519.34-00	(13,000)	PW BREAK ROOM REPAIRS AUGUST CLEANUP	4868
	001-3560-519.46-02	13,000		
	001-3560-519.22-00	8,694	RETIRE AUGUST CLEANUP	4868
	001-3560-519.23-04	9,959	RETIREINSURANCES/ MEDICAL AUGUST CLEANUP	4868
34	Budget Amendments/Transfers		Division 3560 Total $506,962	
3580 - CAPITAL PROJECTS MNGMT				
11/29/22	001-3580-519.46-00	61,550	AFB - PARK IMPROVE CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.46-02	49,977	AFB - PROVOST PARK IMPR CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.62-00	16,994	AFB - PORCHER HOUSE CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.63-00	716,853	AFB - PROVOST PARK IMPR CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.63-00	521,926	AFB - STRADLEY PARK IMPR CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.64-00	5,104	AFB BRACCO POND BATHROOM CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.63-07	85,000	AFB JUNNY RIOS SPLASH PAD CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.64-00	529,141		
	001-3580-519.64-00	8,000	AFB PROVOST PARK IMPRV CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.62-00	34,289	BRACCO POND RESTROOM CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.62-00	69,719	CARL ANDERSON RESTROOM CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.62-00	65,216	FERN/PROSPECT RESTROOM CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.63-00	20,000	LEE WENNER PARK CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.63-00	49,861	PO # 78193-Architects RZK PO BUDGET ROLL	733
	001-3580-519.64-00	75,858	PO # 78194-Architects RZK PO BUDGET ROLL	733
	001-3580-519.31-00	5,168	PO # 78203-Architects RZK PO BUDGET ROLL	733
	001-3580-519.64-00	37,897	PO # 79201-Miracle Rec Eq PO BUDGET ROLL	733
	001-3580-519.63-00	27,101	PO # 79477-Architects RZK PO BUDGET ROLL	733
	001-3580-519.62-00	31,000	PROVOST PARK IMPROVE CAPITAL PROJ BUDGET ROLL	722
05/23/23	001-3580-519.62-00	(69,719)	AFBP21 RESO #2023-044	3306
	001-3580-519.62-00	(65,216)		
	001-3580-519.62-00	(34,289)		
	001-3580-519.62-00	(31,000)		
	001-3580-519.63-00	(19,000)		
	001-3580-519.64-00	(5,104)		
	001-3580-519.31-00	139		
05/31/23	001-3580-519.63-00	25,559	STRADLEY PARK CONTIGENCY MAY CLEANUP	3586
06/27/23	001-3580-519.52-00	(29,000)	ARROW BOARD TRAILER JUNE CLEANUP	3865
	001-3580-519.64-00	29,000		
	001-3580-519.64-00	5,392	BRACCO FITNESS COURSE JUNE CLEANUP	3865
	001-3580-519.12-00	(40)	OVERTIME JUNE CLEANUP	3865

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/27/23	001-3580-519.14-00	40	OVERTIME JUNE CLEANUP		3865
09/12/23	001-3580-519.46-02	(49,977)	PROVOST PARK ERP FND RESOLUTION #: 2023-099		4961
	001-3580-519.63-07	49,977			
	001-3580-519.63-07	392,174			
	001-3580-519.63-07	821,000			
24 Budget Amendments/Transfers			Division 3580 Total	$3,430,590	
402 Total Budget Amendments/Transfers			**GENERAL FUND**	**$14,498,093**	
3240 - HOUSING GRANTS					
11/29/22	103-3240-554.83-09	6,631	PO # 76938-Salvation Army PO BUDGET ROLL		733
	103-3240-554.83-09	4,341	PO # 76939-Central Brevar PO BUDGET ROLL		733
	103-3240-554.83-11	21,600	PO # 79296-Community Serv PO BUDGET ROLL		733
	103-3240-554.83-11	42,080	PO # 79303-Community Serv PO BUDGET ROLL		733
	103-3240-554.83-11	35,854	PO # 79304-Family Promise PO BUDGET ROLL		733
12/13/22	103-3240-554.83-13	3,500	REHAB @ 1113 ABINGTON WAY RESO # 2022-127		937
03/14/23	103-3240-554.83-13	3,422	CDBG CASH CARRYFORWARD RESO # 2023-027		2262
	103-3240-554.83-09	7,280			
	103-3240-554.83-11	9,395			
07/31/23	103-3240-554.51-00	(490)	HOUSING CONFERENCE JULY CLEANUP		4334
	103-3240-554.55-00	490			
8 Budget Amendments/Transfers			Division 3240 Total	$134,103	
8 Total Budget Amendments/Transfers			**CDBG**	**$134,103**	
3240 - HOUSING GRANTS					
11/29/22	104-3240-554.83-23	226,680	PO # 79508-Community Hous PO BUDGET ROLL		733
	104-3240-554.83-22	86,492	PO # 79523-Community Hous PO BUDGET ROLL		733
2 Budget Amendments/Transfers			Division 3240 Total	$313,172	
2 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$313,172**	
3240 - HOUSING GRANTS					
11/29/22	105-3240-554.83-00	450	PO # 79811-Algat Enterpri PO BUDGET ROLL		733
1 Budget Amendments/Transfers			Division 3240 Total	$450	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$450**	
3200 - ADMINISTRATION					
11/29/22	107-3200-515.56-15	12,461	PO # 79569-Empire Consult PO BUDGET ROLL		733
02/23/23	107-3200-524.34-00	(13,000)	FND 3 TOUGHBOOKS FOR INSP JANUARY CLEANUP		1973
	107-3200-524.56-15	13,000			
03/14/23	107-3200-515.56-15	(12,461)	ACTIVITY CODE CORR RESO # 2023-022		2258
	107-3200-524.56-15	12,461			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/14/23	107-3200-524.54-00	(240)	FND MONITOR THINCLT UPGR FEBRUARY CLEANUP	2234
	107-3200-524.56-15	240		
	107-3200-524.54-00	(58)	FND NEG ACCT BAL FEBRUARY CLEANUP	2234
	107-3200-524.49-00	3		
	107-3200-524.52-00	55		
04/19/23	107-3200-524.47-00	(475)	FND NEG ACCT BAL MARCH CLEANUP	2796
	107-3200-524.54-00	(346)		
	107-3200-524.49-00	119		
	107-3200-524.56-15	327		
	107-3200-524.52-00	375		
05/02/23	107-3200-524.34-00	(3,720)	FND UNEXPECTED EXP APRIL CLEANUP	2962
	107-3200-524.49-00	120		
	107-3200-524.52-00	600		
	107-3200-524.41-00	3,000		
05/31/23	107-3200-524.56-15	(5,900)	LEASE BLDG OFFICE TRUCK MAY CLEANUP	3586
	107-3200-524.44-00	5,900		
06/27/23	107-3200-524.12-12	269	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	107-3200-524.12-00	(275)	ACCRUAL PAYOUTS & OT JUNE CLEANUP	3865
	107-3200-524.46-03	(221)	NEGATIVE BALANCE JUNE CLEANUP	3865
	107-3200-524.51-00	221		
	107-3200-524.14-00	6	OVERTIME JUNE CLEANUP	3865
07/31/23	107-3200-524.12-00	(256)	INSURANCE JULY CLEANUP	4334
	107-3200-524.23-00	256		
08/31/23	107-3200-524.12-00	(4,370)	ADD. FND RET. CONT. AUGUST CLEANUP	4868
	107-3200-524.23-04	(1,310)		
	107-3200-524.22-00	5,680		
	107-3200-524.23-04	(3,998)	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	107-3200-524.12-12	3,998		
	107-3200-524.12-00	(6,630)	DROP WAGES AUGUST CLEANUP	4868
	107-3200-524.13-00	6,630		
16 Budget Amendments/Transfers			Division 3200 Total	$12,461
16 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$12,461**
3240 - HOUSING GRANTS				
04/19/23	108-3240-517.71-00	(26,000)	FND SEC 108 LOAN INTEREST INTEREST HAS INCREASED	2795
	108-3240-517.72-00	26,000		
1 Budget Amendments/Transfers			Division 3240 Total	$0
1 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$0**

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
3230 - CRA ADMIN/OPERATIONS				
10/03/22	110-3230-559.39-00	(1,912)	CVP STAMPED DESIGN RESO # 22-585	18
	110-3230-559.46-00	1,912		
11/01/22	110-3230-559.63-00	(2,350,000)	ASSIGN PROJECT BUDGET	562
	110-3230-559.63-00	1,500,000	ASSIGN PROJECT BUDGET LEE WENNER PARK PARKING	562
	110-3230-559.63-00	50,000	ASSIGN PROJECT BUDGET LIGHTING CAMERAS	562
	110-3230-559.63-00	750,000	ASSIGN PROJECT BUDGET VILLAGE PARKING	562
	110-3230-559.63-00	50,000	ASSIGN PROJECT BUDGET VILLAGE WAYFINDING & SIGN	562
11/29/22	110-3230-559.39-00	(366,588)	ASSIGN CONT PROJ BUDGET	781
	110-3230-559.39-00	(366,588)	ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(142,851)		
	110-3230-559.39-00	142,851		779
	110-3230-559.39-00	366,588		
	110-3230-559.56-15	12,292	CAMERAS AT JOE LEE SMITH` CAPITAL PROJ BUDGET ROLL	722
	110-3230-559.39-00	1,912	CVP STAMPED DESIGN ASSIGN CONT PROJ BUDGET	781
	110-3230-559.39-00	1,912	CVP STAMPED DESIGN ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(1,912)		779
	110-3230-559.39-00	364,676	LEE WENNER PARK ASSIGN CONT PROJ BUDGET	781
	110-3230-559.39-00	364,676	LEE WENNER PARK ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(364,676)		779
	110-3230-559.39-00	12,851	PAINT & BEAU GRANT & CAMP ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(12,851)		779
	110-3230-559.39-00	100,000	PARK IMPROVEMENTS ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(100,000)		779
	110-3230-559.63-00	917	PO # 76293-Infrastructure PO BUDGET ROLL	733
	110-3230-559.63-00	18,625	PO # 77934-ISS PO BUDGET ROLL	733
	110-3230-559.46-00	17,670	PO # 79631-Fausnight Stri PO BUDGET ROLL	733
	110-3230-559.52-00	17,630	PO # 79871-Victor Stanley PO BUDGET ROLL	733
	110-3230-559.83-00	5,129	PO # 79892-Von Bobinski PO BUDGET ROLL	733
	110-3230-559.39-00	30,000	WOMEN'S VETERANS VILLAGE ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(30,000)		779
01/09/23	110-3230-559.56-15	(12,292)	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA	1290
03/06/23	110-3230-559.56-15	20,000	CITY HALL PARKING CAMERAS RESO # 2023-155	2174
	110-3230-559.39-00	(1,750)	PURCHASE AD FOR RFP-HOTEL RESO # 2023-178	2176
	110-3230-559.49-00	1,750		
05/01/23	110-3230-559.39-00	(51,273)	REDUCTION OF FINAL REV RESO # 23-240	2957
06/05/23	110-3230-559.39-00	(7,000)	CAMERA FOR CITY H PARKING 2023-338	4775

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/05/23	110-3230-559.56-15	7,000	CAMERA FOR CITY H PARKING 2023-338		4775
07/11/23	110-3230-559.40-00	(2,987)	RETIREMENT PAYOUT 2023-384		4774
	110-3230-559.46-00	(2,388)			
	110-3230-559.41-00	300			
	110-3230-559.12-12	688			
	110-3230-559.22-00	4,387			
33	Budget Amendments/Transfers		Division 3230 Total	$28,698	
	33 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$28,698**	
3230 - CRA ADMIN/OPERATIONS					
11/01/22	111-3230-559.63-00	(100,000)	ASSIGN PROJECT BUDGET		562
	111-3230-559.64-00	(50,000)			
	111-3230-559.64-00	50,000	ASSIGN PROJECT BUDGET BUS STOP SHELTERS		562
	111-3230-559.63-00	50,000	ASSIGN PROJECT BUDGET DS STAMPED PAVEMENT		562
	111-3230-559.63-00	50,000	ASSIGN PROJECT BUDGET GILMORE PARK REDEVELOP		562
11/29/22	111-3230-559.39-00	(142,851)	ASSIGN CONT PROJ BUDGET		781
	111-3230-559.39-00	12,851	PAINT & BEAU GRANT & CAMP ASSIGN CONT PROJ BUDGET		781
	111-3230-559.39-00	100,000	PARK IMPROVEMENTS ASSIGN CONT PROJ BUDGET		781
	111-3230-559.31-01	143	PO # 78621-Josph Colombo PO BUDGET ROLL		733
	111-3230-559.83-00	500	PO # 79802-Stevenson Land PO BUDGET ROLL		733
	111-3230-559.39-00	30,000	WOMENS VETERAN VILLAGE ASSIGN CONT PROJ BUDGET		781
12/19/22	111-3230-559.39-00	(10,000)	ANR CONTRACT INCREASE RESO # 22-608		1032
	111-3230-559.34-00	10,000			
	111-3230-559.39-00	(206)	FND FINAL INVOICE COLUMBO RESO # 23-703		1173
	111-3230-559.31-01	206			
01/09/23	111-3230-559.56-15	12,292	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA		1290
04/17/23	111-3230-559.39-00	(9,692)	TIF REVENUE REDUCED RESO # 2023-241		2794
06/19/23	111-3230-559.40-00	(702)	INC INSR COST &ACR PAYOUT 2023-369		4773
	111-3230-559.42-00	(35)			
	111-3230-559.45-00	278			
	111-3230-559.12-12	459			
09/22/23	111-3230-559.34-00	(1,177)	CRA PAYROLL ADJUSTMENTS RESOLUTION #: 23-574		5111
	111-3230-559.23-08	6			
	111-3230-559.23-07	18			
	111-3230-559.23-04	333			
	111-3230-559.22-00	390			
	111-3230-559.12-00	430			
16	Budget Amendments/Transfers		Division 3230 Total	$3,243	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
16 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$3,243**	
3520 - PARKS & BEAUTIFICATION					
02/28/23	120-3520-572.31-11	15,000	FND ARBOR DAY TREE PURCH RESO # 2023-017		2033
1 Budget Amendments/Transfers			Division 3520 Total	$15,000	
1 Total Budget Amendments/Transfers			**ARBOR MITIGATION FUND**	**$15,000**	
1203 - INFORMATION TECHNOLOGY					
11/29/22	130-1203-516.64-15	121,000	FIBER OPTIC RING CAPITAL PROJ BUDGET ROLL		722
	130-1203-516.64-15	283,265	IT SERVER UPGRADE CAPITAL PROJ BUDGET ROLL		722
02/14/23	130-1203-516.64-15	(34,807)	FUND FIBER RING RESO #2023-013		1855
	130-1203-516.63-00	34,807			
	130-1203-516.64-15	(121,000)	FUND FIBER RING IN INFRAS RESO #2023-013		1855
	130-1203-516.63-00	121,000			
	130-1203-516.64-15	(43,813)	FUND SERVER HOST RESO #2023-013		1855
	130-1203-516.64-15	43,813			
03/14/23	130-1203-516.64-15	121,000	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-1203-516.64-15	283,265			
	130-1203-516.64-15	(283,265)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-1203-516.64-15	(121,000)			
05/23/23	130-1203-516.64-15	1	SLFRF REVENUE ROUNDING AD RESO # 2023-044		3404
07/11/23	130-1203-516.64-15	31,825	CRITICAL IT INFST 2023-072		3998
08/08/23	130-1203-516.63-00	(18,277)	CRITICAL IT INFST 2023-085		4417
	130-1203-516.64-15	53,277			
08/31/23	130-1203-516.64-15	(18,450)	CORRECT PROJ. NUM. AUGUST CLEANUP		4868
	130-1203-516.64-15	18,450			
11 Budget Amendments/Transfers			Division 1203 Total	$471,091	
1600 - GENERAL OPERATIONS					
11/29/22	130-1600-513.56-15	40,000	DIGITIZE RECORDS CAPITAL PROJ BUDGET ROLL		722
	130-1600-513.56-15	90,000	LAPTOPS CAPITAL PROJ BUDGET ROLL		722
03/14/23	130-1600-513.56-15	40,000	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-1600-513.56-15	90,000			
	130-1600-513.56-15	(90,000)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-1600-513.56-15	(40,000)			
07/11/23	130-1600-513.56-15	(31,825)	CRITICAL IT INFST 2023-072		3998
08/08/23	130-1600-513.56-15	(35,000)	CRITICAL IT INFST 2023-085		4417
08/11/23	130-1600-513.39-00	(94,127)	ARPA TRUE-UP CORR BAF 22-031-A		4564
	130-1600-513.39-00	94,127			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/11/23	130-1600-513.39-00	(98,253)	ARPA TRUE-UP CORR BAF 22-092-A		4564
	130-1600-513.39-00	98,253			
	130-1600-513.39-00	3	ARPA TRUE-UP CORR PROJ ROLL 23-054-A		4564
9	Budget Amendments/Transfers		Division 1600 Total	$63,178	
2100 - POLICE ADMIN/OPERATIONS					
11/29/22	130-2100-521.64-00	84,155	PO # 79763-Alan Jay Chevr PO BUDGET ROLL		733
	130-2100-521.64-00	4,224	POLICE VEHICLES STRIPING CAPITAL PROJ BUDGET ROLL		722
03/14/23	130-2100-521.64-00	4,224	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-2100-521.64-00	84,155			
	130-2100-521.64-00	(84,155)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-2100-521.64-00	(4,224)			
08/22/23	130-2100-521.64-00	456,008	8-2023 FORD EXPLORERS 2023-092		4617
5	Budget Amendments/Transfers		Division 2100 Total	$544,387	
2201 - FIRE OPERATIONS					
11/29/22	130-2201-522.64-00	246,184	FIRE TRAINING TRAILER CAPITAL PROJ BUDGET ROLL		722
	130-2201-522.64-00	634,500	PO # 78900-Sutphen Corp PO BUDGET ROLL		733
	130-2201-522.64-00	98,253	PO # 79721-Stryker Medica PO BUDGET ROLL		733
03/14/23	130-2201-522.64-00	98,253	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-2201-522.64-00	246,184			
	130-2201-522.64-00	634,500			
	130-2201-522.64-00	(634,500)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-2201-522.64-00	(246,184)			
	130-2201-522.64-00	(98,253)			
08/24/23	130-2201-522.64-00	62,705	FND FIRE BUSH TRUCK		4867
6	Budget Amendments/Transfers		Division 2201 Total	$1,041,642	
3230 - CRA ADMIN/OPERATIONS					
11/29/22	130-3230-559.83-03	50,000	SUMMER CAMP CAPITAL PROJ BUDGET ROLL		722
03/14/23	130-3230-559.83-03	50,000	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-3230-559.83-03	(50,000)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
3	Budget Amendments/Transfers		Division 3230 Total	$50,000	
3510 - STREET MANAGEMENT					
08/24/23	130-3510-541.64-00	73,018	FND PW TRUCK		4867
1	Budget Amendments/Transfers		Division 3510 Total	$73,018	
3520 - PARKS & BEAUTIFICATION					
08/24/23	130-3520-572.64-00	55,925	FND PW VAN		4867
1	Budget Amendments/Transfers		Division 3520 Total	$55,925	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3560 - FACILITY MANAGEMENT					
08/24/23	130-3560-519.64-00	83,980	FND PD COND. UNIT		4867
1	Budget Amendments/Transfers		Division 3560 Total	$83,980	
3570 - STORMWATER UTILITY					
11/29/22	130-3570-538.64-00	172,532	PO # 79816-Nextran of Orl PO BUDGET ROLL		733
03/14/23	130-3570-538.64-00	172,532	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-3570-538.64-00	(172,532)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
3	Budget Amendments/Transfers		Division 3570 Total	$172,532	
3580 - CAPITAL PROJECTS MNGMT					
11/29/22	130-3580-572.63-00	731,636	PARKS COST OVERRUN CAPITAL PROJ BUDGET ROLL		722
03/14/23	130-3580-572.63-00	731,639	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-3580-572.63-00	(731,636)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
08/11/23	130-3580-572.63-00	(3)	ARPA TRUE-UP CORR PROJ ROLL 23-054-A		4564
08/22/23	130-3580-572.63-00	(456,008)	8-2023 FORD EXPLORERS 2023-092		4617
08/24/23	130-3580-572.63-00	(275,628)	REALL SLFRF PARK OVERRUNS		4867
6	Budget Amendments/Transfers		Division 3580 Total	$0	
46	Total Budget Amendments/Transfers		**AMERICAN RESCUE PLAN FUND**	**$2,555,753**	
2100 - POLICE ADMIN/OPERATIONS					
01/10/23	142-2100-521.55-00	4,000	FND SECOND DOLLAR TRAININ RESO # 2023-007		1360
	142-2100-521.40-00	6,000			
1	Budget Amendments/Transfers		Division 2100 Total	$10,000	
1	Total Budget Amendments/Transfers		**POLICE SPECIAL EDUCATION**	**$10,000**	
1600 - GENERAL OPERATIONS					
01/10/23	201-1600-517.71-03	(135,000)	FND FINAL PR & INT 2014S RESO # 2023-002		1362
	201-1600-517.72-03	(1,283)			
	201-1600-517.72-04	1,283			
	201-1600-517.72-04	4,000			
	201-1600-517.71-04	90,000			
	201-1600-517.71-04	135,000			
1	Budget Amendments/Transfers		Division 1600 Total	$94,000	
1	Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$94,000**	
3570 - STORMWATER UTILITY					
11/29/22	303-3570-538.63-08	1,302,865	FEMA - FISKE & BROADMOOR CAPITAL PROJ BUDGET ROLL		722
	303-3570-538.63-01	2,319,585			
	303-3570-538.63-08	197,136	PO # 79493-Tierra PO BUDGET ROLL		733
03/14/23	303-3570-538.63-08	1,302,865	CAPITAL PROJ BUDGET RESO # 2023-027		2262

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/14/23	303-3570-538.63-01	2,319,585	CAPITAL PROJ BUDGET RESO # 2023-027	2262
	303-3570-538.63-08	197,135	PO # 79493-TIERRA RESO # 2023-027	2262
	303-3570-538.63-01	(2,319,585)	REV AFB CAPITAL ROLL RESO # 2023-027	2262
	303-3570-538.63-08	(1,302,865)		
	303-3570-538.63-08	(197,136)	REV PO #79493 RESO # 2023-027	2262
08/08/23	303-3570-538.63-01	2,057,024	Add'l Fiske Blvd Grant 2023-086	4418
	303-3570-538.63-08	(840,437)	Fiske Blvd Grant 2023-086	4418
	303-3570-581.91-01	840,437		
8 Budget Amendments/Transfers			Division 3570 Total	$5,876,609
8 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$5,876,609**
1506 - INVENTORY				
11/01/22	421-1506-536.64-00	(8,000)	ASSIGN PROJECT BUDGET	562
	421-1506-536.64-00	8,000	ASSIGN PROJECT BUDGET LARGE WAREHOUSE FAN	562
05/31/23	421-1506-536.12-00	(50)	OVERTIME MAY CLEANUP	3586
	421-1506-536.14-00	50		
	421-1506-536.46-00	(1,892)	WAREHOUSE FAN MAY CLEANUP	3586
	421-1506-536.64-00	1,892		
06/27/23	421-1506-536.12-00	(2,256)	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	421-1506-536.12-12	2,256		
07/31/23	421-1506-536.12-00	(120)	SHOE ALLOWANCE JULY CLEANUP	4334
	421-1506-536.20-00	120		
6 Budget Amendments/Transfers			Division 1506 Total	$0
1515 - UTILITY SUPPORT SERVICES				
11/01/22	421-1515-536.64-00	(106,480)	ASSIGN PROJECT BUDGET	562
	421-1515-536.64-00	106,480	ASSIGN PROJECT BUDGET 4 VEHICLE REPLACEMENTS	562
11/29/22	421-1515-536.55-00	1,704	PO # 78965-Ferguson Enter PO BUDGET ROLL	733
	421-1515-536.56-15	51,803		
	421-1515-536.64-00	23,229	PO # 79233-Alan Jay Chevr PO BUDGET ROLL	733
	421-1515-536.64-00	10,223	PO # 79793-Doug Wilson En PO BUDGET ROLL	733
	421-1515-536.34-00	5,460	PO # 79893-Superion LLC PO BUDGET ROLL	733
	421-1515-536.64-00	24,182	TOTAL LOSS CAPITAL ASSET CAPITAL PROJ BUDGET ROLL	722
03/14/23	421-1515-536.34-00	(3,014)	FND 3 MAVERICK TRUCKS FEBRUARY CLEANUP	2234
	421-1515-536.52-00	(3,000)		
	421-1515-536.56-15	(2,748)		
	421-1515-536.40-00	(2,000)		
	421-1515-536.55-00	(600)		
	421-1515-536.64-00	11,362		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/14/23	421-1515-536.64-00	(24,182)	UPDATE PROJECT NUMBER RESO # 2023-022	2258
	421-1515-536.64-00	24,182		
06/27/23	421-1515-536.12-00	(3,447)	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	421-1515-536.12-12	3,447		
07/31/23	421-1515-536.12-00	(28)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-1515-536.12-12	28		
	421-1515-536.56-15	(9,800)	NEPTUNE CONF/VEH REPAIRS JULY CLEANUP	4334
	421-1515-536.55-00	800	NEPTUNE CONFERENCE JULY CLEANUP	4334
	421-1515-536.40-00	1,000		
	421-1515-536.46-03	8,000	VEHICLE REPAIRS JULY CLEANUP	4334
14	Budget Amendments/Transfers		Division 1515 Total $116,601	
4010 - WATER ADMINISTRATION				
10/11/22	421-4010-536.39-00	(50,914)	ADDTL PERMIT RENEWAL RESO # 2022-101	110
	421-4010-536.39-00	(429,872)	ER-RAW WTR PIPES @ WEWA RESO # 2022-108	113
10/25/22	421-4010-536.39-00	(66,004)	EM REPAIRS @ WELL FIELD RESO # 2022-118	270
11/01/22	421-4010-536.34-00	(3,798)	FND ICE MAKER FOR LAB OCTOBER CLEANUP	560
	421-4010-536.52-00	3,798		
11/29/22	421-4010-536.56-15	3,000,000	ERP CAPITAL PROJ BUDGET ROLL	722
	421-4010-536.31-00	4,098	PO # 77360-De La Parte PO BUDGET ROLL	733
	421-4010-536.31-00	27,006	PO # 77494-Kirwin Norris PO BUDGET ROLL	733
	421-4010-536.31-00	35,200	PO # 77972-WRA PO BUDGET ROLL	733
	421-4010-536.31-00	9,580	PO # 78058-WRA PO BUDGET ROLL	733
	421-4010-536.31-00	31,400	PO # 78120-De La Parte PO BUDGET ROLL	733
	421-4010-536.31-00	15,270	PO # 78424-Stantec PO BUDGET ROLL	733
	421-4010-536.34-00	19,744	PO # 78638-Pace analytica PO BUDGET ROLL	733
	421-4010-536.49-09	120	PO # 78779-Brevard County PO BUDGET ROLL	733
	421-4010-536.56-15	2,622	PO # 78850-Samsara PO BUDGET ROLL	733
	421-4010-536.52-00	555	PO # 78857-Environemntal PO BUDGET ROLL	733
	421-4010-536.49-00	1,440	PO # 79511-Superion LLC PO BUDGET ROLL	733
	421-4010-536.31-00	1,402	PO # 79828-Integrity Publ PO BUDGET ROLL	733
12/13/22	421-4010-581.91-24	239,967	CHLORINE TANK REPLACE RESO # 2022-132	938
12/21/22	421-4010-536.31-00	(1,000)	FUND LAB MATERIALS NOVEMBER CLEANUP	1063
	421-4010-536.52-00	1,000		
01/10/23	421-4010-581.91-25	3,829	15 DAY INT 2020S FY23 RESO # 2023-001	1357
01/19/23	421-4010-581.91-25	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ	1457
02/14/23	421-4010-581.91-24	37,998	IFT FROM 421 TO 424 RESO # 2023-011	1854
04/25/23	421-4010-581.91-24	2,829,818	MERGE IRP PROJECTS RESO # 2023-037	2885

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/02/23	421-4010-536.31-00	(3,000)	FND CLERK OF COURT FEES APRIL CLEANUP		2962
	421-4010-536.49-09	3,000			
05/26/23	421-4010-581.91-24	525,000	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
05/31/23	421-4010-536.31-00	(7,500)	CITIZENSERVE SOFTWARE MAY CLEANUP		3586
	421-4010-536.56-15	7,500			
06/27/23	421-4010-536.31-01	(6,000)	NEGATIVE BALANCE JUNE CLEANUP		3865
	421-4010-536.31-01	(400)			
	421-4010-536.47-00	400			
	421-4010-536.52-00	6,000			
07/11/23	421-4010-536.39-00	(54,550)	FLEET SOFTWARE 2023-074		4004
	421-4010-581.91-01	54,550			4209
07/31/23	421-4010-536.55-00	(1,050)	LAB SUPPLIES JULY CLEANUP		4334
	421-4010-536.52-00	1,050			
08/08/23	421-4010-536.39-00	(383,914)	Add'l Fiske Blvd Grant 2023-086		4418
	421-4010-581.91-24	383,914			
	421-4010-581.91-01	7,818	Fleet Vehicle Wash System 2023-084		4416
09/12/23	421-4010-536.39-00	(7,361)	CO FDOT PROJECT RESOLUTION #: 2023-098		4962
	421-4010-581.91-24	60,000	CONNECT CONSUL. WELLS RESOLUTION #: 2023-097		4958
09/28/23	421-4010-536.39-00	(11,053)	CORRECT SELF INS FND REV RESOLUTION #: 2023-109		5191
	421-4010-536.49-00	11,053			
	421-4010-536.49-00	79,968			
35	Budget Amendments/Transfers			Division 4010 Total $6,380,646	
4011 - EMERGENCY/DISASTER SVS					
10/11/22	421-4011-525.46-00	429,872	ER-RAW WTR PIPES @ WEWA RESO # 2022-108		113
10/25/22	421-4011-525.46-00	66,004	EM REPAIRS @ WELL FIELD RESO # 2022-118		270
04/25/23	421-4011-525.23-00	89	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	421-4011-525.42-00	375			
	421-4011-525.24-00	1,167			
	421-4011-525.21-00	3,540			
	421-4011-525.22-00	5,551			
	421-4011-525.49-00	8,150			
	421-4011-525.49-00	8,400			
	421-4011-525.46-00	15,293			
	421-4011-525.12-00	42,163			
3	Budget Amendments/Transfers			Division 4011 Total $580,604	
4020 - DYAL PLANT					
11/01/22	421-4020-536.52-09	(4,946,149)	ASSIGN PROJECT BUDGET		562

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/01/22	421-4020-536.64-00	(326,755)	ASSIGN PROJECT BUDGET	562
	421-4020-536.64-15	(50,000)		
	421-4020-536.64-00	98,186	ASSIGN PROJECT BUDGET 3 DUST COLLECTOR REPLACE	562
	421-4020-536.52-09	188,455	ASSIGN PROJECT BUDGET AMMONIUM SULFATE	562
	421-4020-536.52-09	15,315	ASSIGN PROJECT BUDGET AMMONIUM SULFATE BOOSTER	562
	421-4020-536.52-09	302,078	ASSIGN PROJECT BUDGET CALFLO	562
	421-4020-536.52-09	292,234	ASSIGN PROJECT BUDGET CARBON DIOXIDE	562
	421-4020-536.52-09	447,000	ASSIGN PROJECT BUDGET FERRIC SULFATE	562
	421-4020-536.52-09	15,000	ASSIGN PROJECT BUDGET GRANULAR CHLORINE	562
	421-4020-536.52-09	32,496	ASSIGN PROJECT BUDGET HYDROFLUSILICIC ACID	562
	421-4020-536.52-09	82,000	ASSIGN PROJECT BUDGET LIQUID OXYGEN	562
	421-4020-536.52-09	49,000	ASSIGN PROJECT BUDGET LT27 SLUDGE POLYMER	562
	421-4020-536.52-09	1,872,962	ASSIGN PROJECT BUDGET QUICK LIME PEBBLE	562
	421-4020-536.52-09	20,592	ASSIGN PROJECT BUDGET SALT	562
	421-4020-536.64-00	83,569	ASSIGN PROJECT BUDGET SKID STEER LOADER	562
	421-4020-536.52-09	812,866	ASSIGN PROJECT BUDGET SODA ASH	562
	421-4020-536.52-09	75,600	ASSIGN PROJECT BUDGET SODIUM HYPOCHLORITE	562
	421-4020-536.52-09	498,225		
	421-4020-536.52-09	30,000	ASSIGN PROJECT BUDGET SUPER FLOC 1986N	562
	421-4020-536.64-00	50,000	ASSIGN PROJECT BUDGET TAYLOR CREEK ROOF REPLACE	562
	421-4020-536.64-15	50,000	ASSIGN PROJECT BUDGET UPS REPLACEMENT	562
	421-4020-536.64-00	95,000	ASSIGN PROJECT BUDGET WEWAH ROOF REPLACE	562
	421-4020-536.52-09	212,326	ASSIGN PROJECT BUDGET WISPROFLOC & STARCH	562
11/29/22	421-4020-536.64-00	54,723	ACTUATOR REPLACEMENT CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.43-00	(433,680)	DUKE GENERATOR LEASE GASB 87 COMPLIANCE	685
	421-4020-536.44-21	433,680		
	421-4020-536.64-00	26,071	FORD ESCAPE FY22 BUDGET CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.63-00	410,000	PLC UPGRADE BELT FILTER CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.34-00	1,900	PO # 77416-Bio-Tech Consu PO BUDGET ROLL	733
	421-4020-536.31-03	15,739	PO # 77434-Jacobs Enginee PO BUDGET ROLL	733
	421-4020-536.52-09	12,508	PO # 78605-Tropichem Ente PO BUDGET ROLL	733
	421-4020-536.31-03	4	PO # 78697-Jacobs Enginee PO BUDGET ROLL	733
	421-4020-536.46-00	51,258	PO # 78729-Connect Consul PO BUDGET ROLL	733
	421-4020-536.46-00	4,740	PO # 78807-Goodson Paving PO BUDGET ROLL	733
	421-4020-536.34-00	60,940	PO # 78827-J&M Materials PO BUDGET ROLL	733
	421-4020-536.41-00	2,900	PO # 78908-Altaworx PO BUDGET ROLL	733
	421-4020-536.46-00	6,096	PO # 79056-Guardian Equip PO BUDGET ROLL	733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	421-4020-536.64-00	45,228	PO # 79066-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.64-00	75,646	PO # 79069-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.64-00	44,176	PO # 79153-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.46-00	27,180	PO # 79219-Sealing Resour PO BUDGET ROLL	733
	421-4020-536.46-00	1,241	PO # 79300-Sealing Resour PO BUDGET ROLL	733
	421-4020-536.34-00	29,003	PO # 79344-Ring Power Cor PO BUDGET ROLL	733
	421-4020-536.46-00	3,861	PO # 79449-Stewarts Elect PO BUDGET ROLL	733
	421-4020-536.64-00	77,048	PO # 79468-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.31-00	23,300	PO # 79506-Xylem Ozone Co PO BUDGET ROLL	733
	421-4020-536.46-00	2,180	PO # 79558-Sealing Recour PO BUDGET ROLL	733
	421-4020-536.46-00	10,900	PO # 79624-Universal Cont PO BUDGET ROLL	733
	421-4020-536.46-00	2,225	PO # 79668-Fluid Control PO BUDGET ROLL	733
	421-4020-536.46-00	12,125	PO # 79690-Hayes Pipe Sup PO BUDGET ROLL	733
	421-4020-536.31-03	7,107	PO # 79774-Jacobs Enginee PO BUDGET ROLL	733
	421-4020-536.31-03	31,577	PO # 79792-Elevated Tank PO BUDGET ROLL	733
	421-4020-536.52-00	5,256	PO # 79822-USA Bluebook PO BUDGET ROLL	733
	421-4020-536.46-00	7,200	PO # 79825-JSR Enterprise PO BUDGET ROLL	733
	421-4020-536.46-00	13,783	PO # 79842-USA Bluebook PO BUDGET ROLL	733
	421-4020-536.64-00	39,311	PO # 79933-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.63-00	144,810	REPLACE DRAINAGE CULVERTS CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.64-15	170,000	SCADA SERVER WTP CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.64-15	5,000	TOUGHBOOK FOR SM FY22 ROL CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.64-00	5,657	VEHICLE PURCHASE CAPITAL PROJ BUDGET ROLL	722
12/13/22	421-4020-536.63-00	(239,967)	CHLORINE TANK REPLACE RESO # 2022-132	938
03/14/23	421-4020-536.63-00	(144,810)	REDUCE CAP ROLL BUDGET RESO # 2023-022	2258
	421-4020-536.64-00	(5,657)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022	2258
04/19/23	421-4020-536.46-02	(35,000)	FND RENATALS-LIFT/POND CL MARCH CLEANUP	2796
	421-4020-536.44-00	35,000		
	421-4020-536.64-00	24,593	PRJ TRX - NEW WELDER MARCH CLEANUP	2796
	421-4020-536.64-00	(24,593)	PRJ TRX - SKID STEER LDR MARCH CLEANUP	2796
05/02/23	421-4020-536.34-00	(14,610)	FND REXA ACTUATOR INCR APRIL CLEANUP	2962
	421-4020-536.64-00	14,610		
	421-4020-536.46-02	(2,500)	FND SURVEYOR EXP APRIL CLEANUP	2962
	421-4020-536.31-00	2,500		
05/25/23	421-4020-536.46-00	(97,400)	FND 5 ABB VFD UNITS RESO # 2023-049	3296
	421-4020-536.64-00	97,400		
05/31/23	421-4020-536.46-02	(8,500)	FDEP OPERATING FEE/CDL CE MAY CLEANUP	3586

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
05/31/23	421-4020-536.49-00	8,500	FDEP OPERATING FEE/CDL CE MAY CLEANUP	3586
06/27/23	421-4020-536.12-00	(12,879)	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	421-4020-536.12-12	12,879		
	421-4020-536.56-15	(16,000)	VEHICLE REPAIRS JUNE CLEANUP	3865
	421-4020-536.46-03	16,000		
07/14/23	421-4020-536.34-00	(85,520)	JACOBS TO PO#80061 2023-062	3995
	421-4020-536.31-03	85,520		
07/25/23	421-4020-536.52-09	(102,000)	CRITICAL INFST 2023-081	4207
	421-4020-536.46-00	(95,952)		
	421-4020-536.64-15	197,952		
07/31/23	421-4020-536.12-00	(7,661)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4020-536.12-12	7,661		
	421-4020-536.34-00	(60,390)	DUKE ENERGY RATE INCREASE JULY CLEANUP	4334
	421-4020-536.43-00	60,390		
	421-4020-536.53-00	(1,000)	JANITORIAL SUPPLIES JULY CLEANUP	4334
	421-4020-536.52-07	1,000		
	421-4020-536.12-00	(5,281)	SETTLEMENT JULY CLEANUP	4334
	421-4020-536.15-00	5,131		
	421-4020-536.15-00	150	SPECIAL PAY JULY CLEANUP	4334
08/31/23	421-4020-536.12-00	(6,172)	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	421-4020-536.12-12	6,172		
	421-4020-536.12-00	(5,131)	SETTLEMENT WAGES AUGUST CLEANUP	4868
	421-4020-536.12-15	5,131		
09/12/23	421-4020-536.52-09	(60,000)	CONNECT CONSUL. WELLS RESOLUTION #: 2023-097	4958
	421-4020-536.34-00	(220,000)	DUKE RATE INCREASE RESOLUTION #: 2023-095	4959
	421-4020-536.52-09	(120,000)		
	421-4020-536.43-00	340,000		
80	Budget Amendments/Transfers		Division 4020 Total	$980,259
4025 - WATER FIELD OPERATIONS				
11/01/22	421-4025-536.64-00	(160,615)	ASSIGN PROJECT BUDGET	562
	421-4025-536.64-00	91,200	ASSIGN PROJECT BUDGET F450 DUMP TRUCK REPLACE	562
	421-4025-536.64-00	69,415	ASSIGN PROJECT BUDGET WFO AC REPLACEMENT	562
11/29/22	421-4025-536.64-00	61,918	2 TRAILER REPLACEMENTS CAPITAL PROJ BUDGET ROLL	722
	421-4025-536.46-00	1,260	PO # 78980-Core & Main LP PO BUDGET ROLL	733
	421-4025-536.31-03	(2,126)	PO # 79012-Jacobs Enginee PO BUDGET ROLL	733
	421-4025-536.31-03	21,429		
	421-4025-536.46-00	77,040	PO # 79041-Ace Flow Contr PO BUDGET ROLL	733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	421-4025-536.64-00	52,646	PO # 79091-Alan Jay Chevr PO BUDGET ROLL	733
	421-4025-536.64-00	53,529	PO # 79251-Alan Jay Chevr PO BUDGET ROLL	733
	421-4025-536.46-00	77,872	PO # 79412-Goodson Paving PO BUDGET ROLL	733
	421-4025-536.64-00	42,366	PO # 79434-Alta Construct PO BUDGET ROLL	733
	421-4025-536.46-00	28,925	PO # 79575-Goodson Paving PO BUDGET ROLL	733
	421-4025-536.46-00	26,471	PO # 79638-Ferguson Enter PO BUDGET ROLL	733
	421-4025-536.46-00	26,287	PO # 79701-Ferguson Enter PO BUDGET ROLL	733
	421-4025-536.46-00	9,540	PO # 79926-Ferguson Enter PO BUDGET ROLL	733
03/14/23	421-4025-536.46-00	(10,000)	FND CDL COST INCR FEBRUARY CLEANUP	2234
	421-4025-536.49-00	10,000		
07/31/23	421-4025-536.12-00	(9,340)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4025-536.12-12	9,340		
08/08/23	421-4025-536.52-30	(7,818)	Fleet Vehicle Wash System 2023-084	4416
08/31/23	421-4025-536.14-00	44,611	ADD. FNDS OVERTIME AUGUST CLEANUP	4868
	421-4025-536.31-03	(6,000)	BACKFLOW TESTER TRAINING AUGUST CLEANUP	4868
	421-4025-536.55-00	6,000		
	421-4025-536.12-00	(44,611)	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	421-4025-536.12-00	(384)		
	421-4025-536.12-12	384		
21	Budget Amendments/Transfers		Division 4025 Total $469,339	
4055 - ENGINEERING				
10/11/22	421-4055-536.31-03	50,914	ADDTL PERMIT RENEWAL RESO # 2022-101	110
11/01/22	421-4055-536.63-00	(1,554,000)	ASSIGN PROJECT BUDGET	562
	421-4055-536.63-00	1,554,000	ASSIGN PROJECT BUDGET LAKES @ COCOA GROVE UT RP	562
11/29/22	421-4055-536.63-00	83,490	CAPE CANAVERAL LINE REPL CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	1,505,688	COCOA GROVE UT EXT CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	372,815	ES1 WIDENING FDOT PINE-CI CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	23,310	FORCE MAIN RELOCATION CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	200,000	GRAVITY THICKENERS CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	210,573	INDUSTRIAL PK PUMP STATIO CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	59,647	OZONE IMPROVEMENTS CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	194,571	PINEDA SUBAQUAEOUS PIPE CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	420,316	PO # 71924-Brandes Design PO BUDGET ROLL	733
	421-4055-536.63-00	153,504	PO # 77555-Danus Utilitie PO BUDGET ROLL	733
	421-4055-536.63-00	3,412	PO # 78265-Carollo Engine PO BUDGET ROLL	733
	421-4055-536.63-00	12,780	PO # 78455-DRMP PO BUDGET ROLL	733
	421-4055-536.31-03	25	PO # 78602-Carollo Engine PO BUDGET ROLL	733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	421-4055-536.63-00	2,017	PO # 78688-Jacobs Enginee PO BUDGET ROLL	733
	421-4055-536.31-03	38,745	PO # 78728-Jacobs Enginee PO BUDGET ROLL	733
	421-4055-536.63-00	2,017	VIERA PUMP STATION CAPITAL PROJ BUDGET ROLL	722
03/14/23	421-4055-536.63-00	(2,017)	PO ROLL CORR 78688 RESO # 2023-022	2258
	421-4055-536.63-00	(1,505,688)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022	2258
	421-4055-536.63-00	(372,815)		
	421-4055-536.63-00	(83,490)		
	421-4055-536.63-00	(2,017)		
	421-4055-536.63-00	1,508,190		
07/11/23	421-4055-536.63-00	220,276	TRUE UP SERIES 2018B BOND 2023-071	4007
07/31/23	421-4055-536.12-12	11,913	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4055-536.12-00	(11,963)	ACCRUAL PAYOUTS & OT JULY CLEANUP	4334
	421-4055-536.14-00	50	OVERTIME JULY CLEANUP	4334
08/31/23	421-4055-536.12-00	(398)	ADD. FNDS OVERTIME AUGUST CLEANUP	4868
	421-4055-536.14-00	398		
	421-4055-536.55-00	(4,700)	CITIZENSERVE PERM PORTAL AUGUST CLEANUP	4868
	421-4055-536.56-15	4,700		
	421-4055-536.31-03	(10,050)	JACOBS PROJ. MANAGEMENT AUGUST CLEANUP	4868
	421-4055-536.31-03	10,050		
09/12/23	421-4055-536.63-00	7,361	CO FDOT PROJECT RESOLUTION #: 2023-098	4962
29	Budget Amendments/Transfers		Division 4055 Total	$3,103,624
4120 - SELLERS PLANT				
11/01/22	421-4120-536.64-00	(179,524)	ASSIGN PROJECT BUDGET	562
	421-4120-536.52-09	(142,755)		
	421-4120-536.62-00	(73,490)		
	421-4120-536.64-15	(10,000)		
	421-4120-536.64-00	5,834	ASSIGN PROJECT BUDGET ANALYTICAL BALANCE SCALE	562
	421-4120-536.64-15	10,000	ASSIGN PROJECT BUDGET ELECTRICIANS TOUGHBOOKS	562
	421-4120-536.62-00	73,490	ASSIGN PROJECT BUDGET MCC 7 & 8 ROOF REPLACE	562
	421-4120-536.64-00	163,225	ASSIGN PROJECT BUDGET OTTAWA & F150 TRUCK	562
	421-4120-536.52-09	25,461	ASSIGN PROJECT BUDGET POLYMER	562
	421-4120-536.64-00	10,465	ASSIGN PROJECT BUDGET REUSE PUMP #4	562
	421-4120-536.52-09	16,974	ASSIGN PROJECT BUDGET SODIUM BISULFITE	562
	421-4120-536.52-09	100,320	ASSIGN PROJECT BUDGET SODIUM HYPOCHLORITE	562
11/29/22	421-4120-536.63-00	525,001	BNR EFFICIENCY IMPROV CAPITAL PROJ BUDGET ROLL	722
	421-4120-536.63-00	45,243	PO # 71959-Brandes Design PO BUDGET ROLL	733
	421-4120-536.31-03	6,974	PO # 77551-Carollo PO BUDGET ROLL	733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	421-4120-536.52-09	18,456	PO # 78562-Allied Univers PO BUDGET ROLL	733
	421-4120-536.56-15	109	PO # 78606-Carollo Engine PO BUDGET ROLL	733
	421-4120-536.31-03	21,410		
	421-4120-536.64-00	44,440	PO # 79136-Alan Jay Chevr PO BUDGET ROLL	733
	421-4120-536.31-03	154,830	PO # 79234-Carollo SCADA PO BUDGET ROLL	733
	421-4120-536.46-00	18,849	PO # 79253-Barney's Pumps PO BUDGET ROLL	733
	421-4120-536.46-00	1,495	PO # 79664-Instrument Spe PO BUDGET ROLL	733
	421-4120-536.52-00	1,875	PO # 79866-Rexell USA PO BUDGET ROLL	733
	421-4120-536.46-00	4,047	PO # 79870-Dittmer A/C PO BUDGET ROLL	733
	421-4120-536.44-00	220	PO # 79906-United Rental PO BUDGET ROLL	733
	421-4120-536.44-00	12,031	PO # 79916-Sims crane & E PO BUDGET ROLL	733
	421-4120-536.63-00	2,829,819	SELLERS FLOW IMPROVEMENT CAPITAL PROJ BUDGET ROLL	722
12/21/22	421-4120-536.62-00	(35,000)	MCC ROOF REP TO R&M NOVEMBER CLEANUP	1063
	421-4120-536.46-02	35,000		
01/19/23	421-4120-536.46-00	(28,000)	FND CRANE RENTAL DECEMBER CLEANUP	1462
	421-4120-536.44-00	28,000		
03/14/23	421-4120-536.31-03	(154,830)	ACCT CORRECTION RESO # 2023-022	2258
04/11/23	421-4120-536.46-00	61,890	INSURANCE CLAIM BUDGET RESO # 2023-033	2680
04/25/23	421-4120-536.63-00	(2,829,818)	MERGE IRP PROJECTS RESO # 2023-037	2885
05/26/23	421-4120-536.63-00	(525,000)	FND BNR PROJ BARDENPHO TK RESO # 2023-053	3305
06/27/23	421-4120-536.46-00	(20,000)	HVAC SELLERS ADMIN JUNE CLEANUP	3865
	421-4120-536.64-00	20,000		
	421-4120-536.64-15	(10,000)	YARD DOG VEHICLE SHRTFLL JUNE CLEANUP	3865
	421-4120-536.34-00	(8,000)		
	421-4120-536.64-00	18,000		
07/31/23	421-4120-536.12-00	(12,563)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4120-536.12-12	12,563		
	421-4120-536.55-00	(18,000)	R&M / OPERATING SHORTFALL JULY CLEANUP	4334
	421-4120-536.44-00	(16,000)		
	421-4120-536.46-02	(15,000)		
	421-4120-536.56-15	(10,000)		
	421-4120-536.41-00	1,000		
	421-4120-536.46-00	27,000		
	421-4120-536.52-00	31,000		
08/31/23	421-4120-536.14-00	39,229	ADD. FND. OVERTIME AUGUST CLEANUP	4868
	421-4120-536.12-00	(39,229)	ADD. FNDS OVERTIME AUGUST CLEANUP	4868
35 Budget Amendments/Transfers			Division 4120 Total	$237,041

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4125 - SEWER FIELD OPERATIONS					
11/01/22	421-4125-536.64-15	(130,000)	ASSIGN PROJECT BUDGET		562
	421-4125-536.64-00	(69,546)			
	421-4125-536.64-15	130,000	ASSIGN PROJECT BUDGET 10 SCADA PANEL UPGRADES		562
	421-4125-536.64-00	42,296	ASSIGN PROJECT BUDGET NEW FORD F150		562
	421-4125-536.64-00	27,250	ASSIGN PROJECT BUDGET SL RAT STANDARD PACKAGE		562
11/29/22	421-4125-536.64-00	477,136	JETVAC FY22 ROLL CAPITAL PROJ BUDGET ROLL		722
	421-4125-536.46-00	901	PO # 79173-Current Electr PO BUDGET ROLL		733
	421-4125-536.31-03	310	PO # 79411-Carollo Engine PO BUDGET ROLL		733
	421-4125-536.64-15	125,206	PO # 79702-Lord & Company PO BUDGET ROLL		733
	421-4125-536.46-00	26,862	PO # 79936-Barney's Pump PO BUDGET ROLL		733
	421-4125-536.64-15	13,398	SCADA PANEL UPGRADES CAPITAL PROJ BUDGET ROLL		722
02/14/23	421-4125-536.46-00	(37,998)	FUND IFT TO 424 RESO # 2023-011		1854
03/14/23	421-4125-536.64-00	(477,136)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022		2258
	421-4125-536.64-15	(13,398)			
	421-4125-536.64-00	474,521			
04/19/23	421-4125-536.53-00	(3,232)	FND REPLACEMENT LAPTOP MARCH CLEANUP		2796
	421-4125-536.56-15	3,232			
05/02/23	421-4125-536.46-00	(4,800)	FND CDL TEST INCR APRIL CLEANUP		2962
	421-4125-536.49-00	4,800			
07/31/23	421-4125-536.12-00	(19,208)	ACCRUAL PAYOUTS JULY CLEANUP		4334
	421-4125-536.12-12	19,208			
	421-4125-536.53-00	(1,219)	APPRENTICESHIP TRAINING JULY CLEANUP		4334
	421-4125-536.55-00	1,219			
	421-4125-536.12-00	(24,168)	OTHER SALARIES JULY CLEANUP		4334
	421-4125-536.13-00	24,168			
	421-4125-536.13-00	34,000			
	421-4125-536.14-00	34,000	OVERTIME JULY CLEANUP		4334
	421-4125-536.12-00	(68,000)	OVERTIME & OTHER SALARIES JULY CLEANUP		4334
	421-4125-536.40-00	(200)	UPS TO REDZONE ROBOTICS JULY CLEANUP		4334
	421-4125-536.42-00	200			
09/30/23	421-4125-536.23-04	(68,000)	ACCT. ADJ. BAF # 23-94-T		5263
	421-4125-536.12-00	68,000			
21 Budget Amendments/Transfers				Division 4125 Total	$589,802
244 Total Budget Amendments/Transfers			**WATER/SEWER FUND**		**$12,457,916**
4010 - WATER ADMINISTRATION					
12/21/22	422-4010-581.91-25	(1,963)	FND REDUCED INT PYMT 2018 BUDGETED TO MANY PYMNTS		1064

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
07/11/23	422-4010-536.49-23	24,000	SEWER IMPACT FEE REIM 2023-070	3939
2 Budget Amendments/Transfers			Division 4010 Total $22,037	
2 Total Budget Amendments/Transfers			**WATER/SEWER IMPACT FEE** **$22,037**	
3570 - STORMWATER UTILITY				
11/01/22	423-3570-538.63-00	(270,000)	ASSIGN PROJECT BUDGET	562
	423-3570-538.64-00	(60,600)		
	423-3570-538.63-00	160,000	ASSIGN PROJECT BUDGET ANNUAL CIPP LINING	562
	423-3570-538.63-00	50,000	ASSIGN PROJECT BUDGET FLOATING WETLANDS SW POND	562
	423-3570-538.64-00	18,000	ASSIGN PROJECT BUDGET INSPECTION CAMERA CLEANIN	562
	423-3570-538.64-00	42,600	ASSIGN PROJECT BUDGET MOUNTED PUMP THOMP TRLR	562
	423-3570-538.63-00	60,000	ASSIGN PROJECT BUDGET RIVERFRONT BAFFLE BOX	562
11/29/22	423-3570-538.63-00	50,928	AURORA ST DITCH PIPING CAPITAL PROJ BUDGET ROLL	722
	423-3570-538.63-00	30,682	BRACCO POND STORMWATER CAPITAL PROJ BUDGET ROLL	722
	423-3570-538.63-00	144,094	EMMA JEWEL CRA DRAIN IMPR CAPITAL PROJ BUDGET ROLL	722
	423-3570-538.64-00	25,651	FORD RANGER FULL COST CAPITAL PROJ BUDGET ROLL	722
	423-3570-538.63-00	17,087	PO # 76945-Infrastucture PO BUDGET ROLL	733
	423-3570-538.63-00	500	PO # 78295-Mead & Hunt PO BUDGET ROLL	733
	423-3570-538.31-00	1,163	PO # 78930-Brev Cty BD of PO BUDGET ROLL	733
	423-3570-538.63-00	18	PO # 78964-Inliner Soluti PO BUDGET ROLL	733
	423-3570-538.46-03	1,467	PO # 79174-Southern Sewer PO BUDGET ROLL	733
	423-3570-538.31-00	26,074	PO # 79571-Mead & Hunt PO BUDGET ROLL	733
	423-3570-538.34-00	5,971	PO # 79622-Future Horizon PO BUDGET ROLL	733
	423-3570-538.63-00	26,018	PO # 79864-Inliner Soluti PO BUDGET ROLL	733
	423-3570-538.46-00	10,650	PO # 79903-Core & Main LP PO BUDGET ROLL	733
	423-3570-538.64-00	11,738	PO # 79910-Avanti Company PO BUDGET ROLL	733
	423-3570-538.63-00	120,406	ROADWAY ELEVATION CAPITAL PROJ BUDGET ROLL	722
12/21/22	423-3570-538.46-00	(488)	THOMPSON TRLR PUMP INC NOVEMBER CLEANUP	1063
	423-3570-538.64-00	488		
01/10/23	423-3570-538.46-00	(15,248)	FND OUTFALL PIPE IRD/CARM RESO # 2023-006	1361
	423-3570-538.63-00	15,248		
03/14/23	423-3570-538.63-00	(17,087)	PO ROLL CORR 76945 RESO # 2023-022	2258
	423-3570-538.63-00	(500)	PO ROLL CORR 78295 RESO # 2023-022	2258
	423-3570-538.63-00	(18)	PO ROLL CORR 78964 RESO # 2023-022	2258
	423-3570-538.63-00	(26,018)	PO ROLL CORR 79864 RESO # 2023-022	2258
	423-3570-538.64-00	(18,000)	PRJ # CHNG FOR SUPERDROID FEBRUARY CLEANUP	2234
	423-3570-538.64-00	18,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/19/23	423-3570-538.46-00	(2,500)	FND ADDTL SAMSARA MARCH CLEANUP		2796
	423-3570-538.56-15	2,500			
	423-3570-538.31-00	(13,250)	FND MNT FLOATING WETLAND MARCH CLEANUP		2796
	423-3570-538.34-00	13,250			
06/27/23	423-3570-538.12-00	(369)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	423-3570-538.12-12	369			
	423-3570-538.64-00	(20,065)	NEGATIVE BALANCE JUNE CLEANUP		3865
	423-3570-538.49-00	2,896			
	423-3570-538.46-00	17,169			
07/11/23	423-3570-538.39-00	(3,164)	FLEET SOFTWARE 2023-074		4004
	423-3570-581.91-01	3,164			4209
	423-3570-538.63-36	768,000	N Fiske SW Pond Floating FloratingWetland 2023-075		4005
	423-3570-538.63-35	120,000	US1/Forrest SW Facility FloratingWetland 2023-075		4005
07/31/23	423-3570-538.52-00	(4,787)	DRAINAGE PIPE REPLACEMENT JULY CLEANUP		4334
	423-3570-538.46-00	4,787			
08/08/23	423-3570-538.52-00	(446)	Fleet Vehicle Wash System 2023-084		4416
	423-3570-581.91-01	446			
08/31/23	423-3570-538.12-00	(75)	STORMWATER CELL PHONE AUGUST CLEANUP		4868
	423-3570-538.15-00	75			
09/13/23	423-3570-538.39-00	(28,800)	BEEMAT PERFORMANCE BOND RESOLUTION #: 2023-105		4988
	423-3570-538.63-00	28,800			
40 Budget Amendments/Transfers			Division 3570 Total	$1,316,824	
40 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$1,316,824**	
4010 - WATER ADMINISTRATION					
11/29/22	424-4010-536.63-68	50,510	PO # 78969-Atlantic devel PO BUDGET ROLL		733
03/14/23	424-4010-536.63-68	(50,510)	PO ROLL CORR 78969 RESO # 2023-022		2258
2 Budget Amendments/Transfers			Division 4010 Total	$0	
4020 - DYAL PLANT					
11/01/22	424-4020-536.63-00	(2,305,000)	ASSIGN PROJECT BUDGET		562
	424-4020-536.63-00	260,000	ASSIGN PROJECT BUDGET CALFLO POLYMER TANK		562
	424-4020-536.63-00	295,000	ASSIGN PROJECT BUDGET GRNDWTR FILTER 3 REHAB		562
	424-4020-536.63-00	250,000	ASSIGN PROJECT BUDGET RAW WATER WELL REHAB		562
	424-4020-536.63-00	1,500,000	ASSIGN PROJECT BUDGET REACTOR CLARIFIER 1 & 2		562
11/29/22	424-4020-536.64-00	200,000	BLEACH TANKS @ WEWAHOOTEE CAPITAL PROJ BUDGET ROLL		722
	424-4020-536.63-00	44,926	DYAL SURFACE WATER FILTER CAPITAL PROJ BUDGET ROLL		722
	424-4020-536.63-00	53,950	PO # 78016-Vortex PO BUDGET ROLL		733
	424-4020-536.63-00	2,987	PO # 78017-CST Industries PO BUDGET ROLL		733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/29/22	424-4020-536.63-00	(5,390)	PO # 78445-Vortex PO BUDGET ROLL		733
12/13/22	424-4020-536.64-00	239,967	CHLORINE TANK REPLACE RESO # 2022-132		938
03/14/23	424-4020-536.63-00	171,534	FND CAP & FILTER #3 RESO #2023-021		2263
	424-4020-536.63-00	(53,950)	PO ROLL CORR 78016 RESO # 2023-022		2258
	424-4020-536.63-00	(2,987)	PO ROLL CORR 78017 RESO # 2023-022		2258
	424-4020-536.63-00	5,390	PO ROLL CORR 78445 RESO # 2023-022		2258
	424-4020-536.63-00	(44,926)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022		2258
04/03/23	424-4020-536.63-00	171,534	CORR SCRIVENERS ERROR RESO # 2023-021		2517
	424-4020-536.63-00	(171,534)			3251
06/09/23	424-4020-536.63-00	231,146	FND CO#1 UNDERDRAINS, CAP RESO #2023-059		3499
09/12/23	424-4020-536.63-00	60,000	CONNECT CONSUL. WELLS RESOLUTION #: 2023-097		4958
20 Budget Amendments/Transfers			Division 4020 Total	$902,647	
4055 - ENGINEERING					
11/01/22	424-4055-536.63-00	(12,316,000)	ASSIGN PROJECT BUDGET		562
	424-4055-536.63-00	1,900,000	ASSIGN PROJECT BUDGET 36" WM CROSSING REPLCMT		562
	424-4055-536.63-00	85,000	ASSIGN PROJECT BUDGET BANANA RIVER TANK IMPRV		562
	424-4055-536.63-00	70,000	ASSIGN PROJECT BUDGET CARBON EVAL & INSTALL		562
	424-4055-536.63-00	150,000	ASSIGN PROJECT BUDGET CO2 BULK TANK REPLACE		562
	424-4055-536.63-00	750,000	ASSIGN PROJECT BUDGET INSTALL NEW WELL #17		562
	424-4055-536.63-00	3,900,000	ASSIGN PROJECT BUDGET OZONE IMPROV DYAL WTP		562
	424-4055-536.63-00	3,000,000	ASSIGN PROJECT BUDGET PIPE INFRA EVAL & REPLACE		562
	424-4055-536.63-00	700,000	ASSIGN PROJECT BUDGET PROGRAM MGMNT		562
	424-4055-536.63-00	1,761,000	ASSIGN PROJECT BUDGET SELLERS IRP REPLACE		562
11/29/22	424-4055-536.63-00	1,000,000	DYAL WELL #17 CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-08	795,167	FEMA - BROADMOOR & FISKE CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-00	150,000	GROUNDWATER FLUME CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-00	197,293	HARRISON ST IMPROVE CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-06	63,285	LIFTSTATION 1 MIT GRANT CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-00	375,000	OZONE IMPROVEMENTS CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-00	2,500,000	PIPE INFR ASSESS & REPLAC CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-00	5,080	PO # 74901-Mead & Hunt PO BUDGET ROLL		733
	424-4055-536.63-00	12,404	PO # 78454-DRMP PO BUDGET ROLL		733
	424-4055-536.63-00	13,257			
	424-4055-536.63-00	201,241	PO # 78704-Jabobs Enginee PO BUDGET ROLL		733
	424-4055-536.63-00	76,287	PO # 78709-Jacobs Enginee PO BUDGET ROLL		733
	424-4055-536.63-00	24,158	PO # 78967-Carollo Engine PO BUDGET ROLL		733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	424-4055-536.63-00	461,684	PO # 78969-Atlantic devel PO BUDGET ROLL	733
	424-4055-536.63-00	19,580	PO # 78970-Mead & Hunt PO BUDGET ROLL	733
	424-4055-536.63-06	612,357	PO # 79254-Carr & Collier PO BUDGET ROLL	733
	424-4055-536.63-08	65,712	PO # 79493-Tierra PO BUDGET ROLL	733
	424-4055-536.63-00	1,017,603	SYKES CREEK BRIDGE CAPITAL PROJ BUDGET ROLL	722
	424-4055-536.63-00	590,000	VIERA PUMP STATION CAPITAL PROJ BUDGET ROLL	722
12/13/22	424-4055-536.63-00	(2,055,874)	SR DR. WATER MAIN RELOCAT RESO # 2022-135	940
	424-4055-536.63-00	2,055,874		
02/28/23	424-4055-536.63-00	(420,950)	TRX PROJ BUDGET RESO # 2023-016	2032
	424-4055-536.63-00	420,950		
03/14/23	424-4055-536.63-06	677,689	ASSIGN PROJECT BUDGET RESO # 2023-027	2262
	424-4055-536.63-00	(171,534)	FND CAP & FILTER #3 RESO #2023-021	2263
	424-4055-536.63-00	(5,080)	PO ROLL CORR 74901 RESO # 2023-022	2258
	424-4055-536.63-00	(201,241)	PO ROLL CORR 78704 RESO # 2023-022	2258
	424-4055-536.63-06	(612,357)	PROJ ROLL REV PO # 79254 RESO # 2023-027	2262
	424-4055-536.63-06	(63,285)	PROJ ROLL REVERSAL RESO # 2023-027	2262
	424-4055-536.63-00	(1,017,603)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022	2258
	424-4055-536.63-00	(197,293)		
	424-4055-536.63-00	1,008,122		
04/03/23	424-4055-536.63-00	(171,534)	CORR SCRIVENERS ERROR RESO # 2023-021	2517
	424-4055-536.63-00	171,534		3251
04/19/23	424-4055-536.63-06	(6,567)	USE PRJ CON RESO 2021-124 MARCH CLEANUP	2796
	424-4055-536.63-00	6,567		
04/25/23	424-4055-536.63-00	300,000	MERGE IRP PROJECTS RESO # 2023-037	2885
	424-4055-536.63-00	2,829,818		
05/26/23	424-4055-536.63-00	(10,320)	FND BNR PROJ BARDENPHO TK RESO # 2023-053	3305
06/09/23	424-4055-536.63-00	(231,146)	FND CO#1 UNDERDRAINS, CAP RESO #2023-059	3499
07/31/23	424-4055-536.63-00	(25,804)	LIFT STATION 1 CAROLLO JULY CLEANUP	4334
	424-4055-536.63-00	(6,567)		
	424-4055-536.63-00	6,567		
	424-4055-536.63-00	25,804		
	424-4055-536.63-06	(6,567)	LS#1 REVERSE BAF 23-049 JULY CLEANUP	4334
	424-4055-536.63-00	6,567		
08/08/23	424-4055-536.63-08	383,914	Add'l Fiske Blvd Grant 2023-086	4418
08/31/23	424-4055-536.63-00	(6,567)	CORRECT BAF# 23-094 AUGUST CLEANUP	4868
	424-4055-536.63-06	6,567		
	424-4055-536.63-00	(21,768)	FND SUPP. CARBON SYSTEM AUGUST CLEANUP	4868

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/31/23	424-4055-536.63-00	21,768	FND SUPP. CARBON SYSTEM AUGUST CLEANUP		4868
	424-4055-536.63-00	(6,567)	REVERSAL BAF # 23-049 AUGUST CLEANUP		4868
	424-4055-536.63-06	6,567			
09/22/23	424-4055-536.63-00	(2,851,642)	REALLOCATE PROJECT #'S TO WS22IR (IRP)		5112
	424-4055-536.63-00	(224,140)			
	424-4055-536.63-00	4,343,759			
50	Budget Amendments/Transfers		Division 4055 Total	$12,137,769	
4120 - SELLERS PLANT					
11/01/22	424-4120-536.64-15	(300,000)	ASSIGN PROJECT BUDGET		562
	424-4120-536.63-00	(55,000)			
	424-4120-536.63-00	55,000	ASSIGN PROJECT BUDGET HYDROPNEUMATIC TANK UPGR		562
	424-4120-536.64-15	300,000	ASSIGN PROJECT BUDGET WRF MOTOR & LOGIC PANEL		562
11/29/22	424-4120-536.63-00	1,000,000	AERATION BLOWER REPLACE CAPITAL PROJ BUDGET ROLL		722
	424-4120-536.63-00	300,000	IRP PUMP REPLACEMENT CAPITAL PROJ BUDGET ROLL		722
	424-4120-536.63-00	88,965	PO # 78276-Trillium Pumps PO BUDGET ROLL		733
	424-4120-536.63-00	1,379,704	PO # 79480-E&D Contractin PO BUDGET ROLL		733
	424-4120-536.63-00	97,370	PO # 79678-Woods engineer PO BUDGET ROLL		733
	424-4120-536.64-15	1,114,734	SCADA MIGRATION CAPITAL PROJ BUDGET ROLL		722
03/14/23	424-4120-536.64-15	154,830	ACCT CORRECTION RESO # 2023-022		2258
	424-4120-536.63-00	(300,000)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022		2258
	424-4120-536.63-00	18,566			
	424-4120-536.63-00	300,000			
04/25/23	424-4120-536.63-00	(300,000)	MERGE IRP PROJECTS RESO # 2023-037		2885
05/26/23	424-4120-536.63-00	10,320	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
	424-4120-536.63-00	525,000			
09/22/23	424-4120-536.64-15	(1,267,977)	REALLOCATE PROJECT #'S TO WS22IR (IRP)		5112
14	Budget Amendments/Transfers		Division 4120 Total	$3,121,512	
4125 - SEWER FIELD OPERATIONS					
11/01/22	424-4125-536.63-00	(600,000)	ASSIGN PROJECT BUDGET		562
	424-4125-536.63-00	400,000	ASSIGN PROJECT BUDGET CIPP REHAB PHASE 3-6		562
	424-4125-536.63-00	200,000	ASSIGN PROJECT BUDGET MANHOLE ASSESS/REHAB		562
11/29/22	424-4125-536.63-00	14,764	PO # 79623-Vortex PO BUDGET ROLL		733
	424-4125-536.63-00	58,468	PO # 79752-Instituform Te PO BUDGET ROLL		733
02/14/23	424-4125-536.63-00	37,998	ALLOCATE IFT TO EXPENSES RESO # 2023-011		1854
	424-4125-536.63-00	(10,891)	PT TO FUND WS19MH RESO # 2023-011		1854
	424-4125-536.63-00	10,891			
7	Budget Amendments/Transfers		Division 4125 Total	$111,230	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
93 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$16,273,158**	
4700 - DEBT SERVICE					
12/21/22	425-4700-517.72-12	(1,963)	FND REDUCED INT PYMT 2018 BUDGETED TO MANY PYMNTS		1064
01/10/23	425-4700-591.72-15	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	425-4700-591.72-12	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
04/11/23	425-4700-591.72-12	(1,963)	CORRECT ACTIVITY CODE SCRIVENERS ERROR		2661
	425-4700-517.72-12	1,963			
4 Budget Amendments/Transfers			Division 4700 Total	$3,828	
4 Total Budget Amendments/Transfers			**W/S RESTRICTED ASSETS**	**$3,828**	
4055 - ENGINEERING					
11/29/22	426-4055-536.63-00	42,600	CCRIP CAPITAL PROJ BUDGET ROLL		722
	426-4055-536.63-00	417,155	PINEDA SUBAQUAEOUS PIPE CAPITAL PROJ BUDGET ROLL		722
	426-4055-536.63-00	58,769	PO # 74898-CH2M Hill Engi PO BUDGET ROLL		733
	426-4055-536.63-00	954,439	PO # 76379-CH2M Hill Engi PO BUDGET ROLL		733
03/14/23	426-4055-536.63-00	(417,155)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022		2258
	426-4055-536.63-00	(42,600)			
	426-4055-536.63-00	42,201			
	426-4055-536.63-00	417,153			
07/11/23	426-4055-536.63-00	(220,276)	TRUE UP SERIES 2018B BOND 2023-071		4007
	426-4055-536.63-00	220,276			
6 Budget Amendments/Transfers			Division 4055 Total	$1,472,562	
6 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$1,472,562**	

925 Transfers & Amendments between 10/1/2022 and 9/30/2023

FY 2023 TOTAL TRANSFERS & AMENDMENTS **55,087,907**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Legislation Details (With Text)

File #:	23-670	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/17/2023			**In control:**	City Council
On agenda:	10/24/2023			**Final action:**	
Title:	City Council Bi-Weekly Report (October 6 - 19, 2023). (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2023
Agenda Date: October 24, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
City Council Bi-Weekly Report (October 6 - 19, 2023)

BACKGROUND:

Enter text here

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

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N/A

Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: October 6 – 19, 2023

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 9 received/ 6 closed out - $0 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Tyler Gordon – Customer Service Representative, Finance/Customer Service, October 16, 2023
  - Jeffrey Parks – Custodial Worker, Utilities/Dyal, October 16, 2023
  - Joseph Peacock – Maintenance Worker I, Utilities/Water Field Operations, October 16, 2023
  - Justin Smith – Apprentice Operator, Utilities/Dyal, October 16, 2023
  - Todd Wayne – Apprentice Operator, Utilities/Dyal, October 16, 2023
  - Gavin Young – Apprentice Operator, Utilities/Dyal, October 16, 2023
- Recent promotions
  - James Mitchell – Water Treatment Manager, Utilities/Dyal, October 16, 2023
- Key retirements
  - N/A

Communication and Economic Development

- New news releases:

    - Cocoa PD Partners for Mobile Response Program
    - Business Sponsorships Available for 2023 Cocoa/Rockledge Holiday Parade
    - Councilwoman Koss Appointed to Serve on FLC Legislative Policy Committee
- Media Stories:
    - Officials, residents hoping to have Brightline station in Brevard County
    - Cocoa Police Set for National Night Out on Tuesday at Provost Park
    - Cocoa Police Department Swears-In Two New Police Officers
    - Cocoa Police Chief Evander Collier IV Swears in New Police Officers
    - SCAM ALERT: Cocoa Police Warn Residents of Scammers Pretending to be Police in Phone Call Scam
- Upcoming Events:
    - October 9, 2023: Gilmore Park Community Meeting, 6pm, National Guard Armory
    - October 17, 2023: District 4 Town Hall Meeting, 6pm, Brevard Museum
    - October 24, 2023: Council Business Tour, 11a-4p
    - November 1, 2023: Groundbreaking Ceremony for the Michael C. Blake Subdivision, 9:30am
    - December 2, 2023: Centennial Celebration for the Harry T. Moore Center, 5-8p
- Social media/e-newsletter statistics
    - Facebook
        - Post reach: 11,199
        - Post engagement: 2,223
        - Followers: 15,152
    - Twitter
        - Impressions: 2,957
        - Followers: 3,171
    - LinkedIn
        - Post impressions: 719
        - Followers: 1,137
    - NextDoor
        - Impressions: 1,469
        - Members: 4,407
    - October e-newsletter (Sent 9/1/23)
        - Sent to 677 contacts
        - 45% open rate (average open rate for e-mail marketing in 2022 is 17%)
    - Next printed FYI Newsletter mails January 1, 2024.
- Upcoming special events at Leisure Services facilities:
    - **Annual Historic Cocoa Village Main Street Fall Art & Craft Fair**
        - October 21-22, 2023, 10am-4pm
        - Riverfront Park and Cocoa Village
    - **Cocoa's Fall Festival**
        - October 28, 2023, 3-7p
        - Riverfront Park
    - **Historic Cocoa Village Main Street – Inaugural Halloween Golf Cart Parade**
        - October 28, 2023, 7-9p

- Cocoa Village

Community Services - update 10/5/23 (September 1-30)

- **New businesses – September 1-30**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District
The Last Clip Joint LLC	950 N Cocoa Bvld Suite 104, 32922	1	0	2
Dream Foods 2022 LLC DBA Marco's Pizza	2301 Highway 524 Suite 105, 32926	4	4	3
Nova's Gift Shop LLC	310 Brevard Ave Suite 118A, 32922	1	0	1
Bachand & Bachand PA	595 N Cocoa Bvld Suite 1, 32922	4	0	2
Delena Beauty Studio LLC	1611 N Cocoa Blvd Suite A & D, 32922	1	0	2
Advanced Backflow Testing LLC DBA Advanced Plumbing and Backflow Testing	238 Peachtree St Suite 105, 32922	1	0	1
Home Business BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**
Marvin Applegate LLC	1005 Montclair Rd, 32922	0	0	2
Y & A Asphalt Maintenance & Sealcoating LLC	2013 Rollins Dr, 32922	1	1	4
The West Group DBA Blu Baboon	320 Belmont Dr, 32922	3	0	4

- **Permit/Inspection stats**

Fiscal Year 2022 Permits – 1443 Fiscal Year 2023 Permits – 1400

Permits down 2% from FY 2022

Fiscal Year 2022 Inspections – 6036 Fiscal Year 2023 Inspection – 3561

Inspections down 41% from FY 2022

Finance

- No report.

Fire Department

- FireBlast training trailer remains at PRIDE getting body work completed.
- Chief Hennessey and Chief Lamm attended F-ROC training course with FDEM Staff.
- Recruit Firefighters continue to improve in EMS skills and are fitting in with the crews.
- Multiple Public Relations events attended by crews.
- T-32 down for repairs. Estimated cost of $13,000 dollars.
- Working on PO's for the new budget year.

Information Technology

- Project updates/highlights
  - PD Server hardware successfully upgraded
  - ITB for replacement Storage Area Network (SAN) closed and bids were opened
  - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
  - 86 open helpdesk tickets
  - 479 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 4844 tickets opened in last 365 days

Police Department Updated 9/08/23

- Activity/Event highlights
  - Swearing in an officer 9/11
  - Matthew Hope Meeting 9/13
  - League of Women Voter's event 9/14
  - Swearing in of 2 officers 9/20

- CRIMES meeting 9/20

- New project/training updates
  - Pimentel/Moderson Line supervisor class 9/11-9/15

- Chief's walk highlights
  - None

- Community engagement highlights/events
  - Cops and Cookies reading event 9/14

- Call stats-Crime Stats: January 1, 2023- September 17, 2023 (For comparison purposes January 1, 2022- September 4, 2022, data is also included)

  - Property Crimes Offenses have decreased by 5%.
  - Violent Crime Offenses increased by 2% compared to YTD 2022.
  - Overall, crime offenses have decreased by 4%.
  - Calls for Service decreased 1% (53,355 in 2022 compared to 53,298 in 2023)

- Code Enforcement stats/highlights/Activity:

Active Cases	226
Complied Cases	92
Code Board Cases scheduled for	6
Snipe Signs Pulled	23

Highlights:

- Working multiple issues in the village
- Sweeping Broadmoor Acres

Other Facts:

- Still Working with DEP and Building Dept. on the development of the property at the corner of Dixon and Indian River Drive (Wetlands)

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – The approval request to award Cathcart the project contract is on the October 10th City Council Meeting agenda
  - Parks Projects
    - Provost – Working on issuing the contractor PO and scheduling the groundbreaking
    - Don Stradley Memorial Park- Received GMP from W&J Construction
- Work order stats (received/closed)
  - 155 received
  - 133 closed
  - Residential Bulk Green Waste Requests: 47
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
  - FDOT
    - SR 524 PD&E Study (437983-1) – In Progress
    - SR 501 Safety Project (447085-1) – Construction Fall 2023
    - SR 528 Widening and Reconstruction (407402-3) – In Design
    - SR 520 Safety Project Cox to Aurora (445689-1) - In Design
    - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
  - Brightline/FEC
    - Brightline will double its train service between Orlando and Miami. Brightline will begin running 30 trains daily starting October 9, with 15 daily departures from Miami and Orlando.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations - September
  - Issued Work Orders – 1,149
  - Completed Work Orders – 1,065
  - Hydrants Flushed – 403
  - Valves Exercised – 412
  - Utility Locate Requests – 2,060