City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, October 11, 2016

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 16-446 Approve the Agenda for the Regular meeting of October 11, 2016, as presented or with amendments.

Attachments: 10-11-16.pdf

MINUTES:

II.2(a) 16-447 Approve the Minutes of the Regular meeting of September 13, 2016, as written or with amendments.

Attachments: 09-13-16 Minutes.pdf

II.2(b) 16-448 Approve the Minutes of the Special meeting of September 14, 2016, as written or with amendments.

Attachments: 09-14-16S Minutes.pdf

EXHIBIT A-FY2017 Budget 2nd Public Hearing (20160914) JAT Revised.pdf

III. AWARDS AND PRESENTATIONS:

III.1 16-454 Proclamation to recognize October as National Manufacturing Month. (Community Services Director)

Attachments: Proclamation-Manufacturing Month in Cocoa.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 16-440 Authorize the City Manager to accept and sign the Florida Department of State, Division of Historical Resources Small Matching Grant (#S1711) for replacement of the Historic Porcher House roof (PW1501) in the amount of $25,000 with a match of $25,000. Authorize the City Manager to sign the Small Matching Grant Preservation Agreement for the Historic Porcher House. Authorize the use of Tech Systems, Inc. as the roofing contractor for the project utilizing the Brevard County Purchasing Contract in the amount of $48,900. Authorize the City Manager to approve change orders not to exceed $1,100. (Public Works Director)

Attachments:
- Change Order Resolution No. 2016-108
- S1711 Historic Porcher House Roof FINAL
- SM Preservation Agreement 2017
- Tech Systems Brevard County Contract 2017
- Tech Systems Quote

V.2 16-450 To approve the Second Amendment to Purchase Agreement with Don Bell, Inc. d/b/a DBI Demolition, Melbourne Florida, Bid-14-14-COC, for multi-year demolition services effective October 1, 2016 through September 30, 2019. (Community Services Director)

Attachments:
- DBI - 2nd Amendment - Signed by Vendor 09-28-2016.pdf

V.3 16-455 Approve a Resolution Adjusting the FY2016 Budget, including General Fund Transfers and the use of Contingency for the Stormwater Fund. The payment of a FY2015 invoice and the approval of the additional unanticipated insurance premiums for the FY2016 budget period to Florida League of Cities, Inc. Florida Municipal Insurance Trust (FMIT) for the General Insurance Program. (Administrative Services Director)

Indexes: insurance

Attachments: FY16 FMIT Renewal.pdf
FY14_15 FMIT Final Audit.pdf
14-15 Final Audit Payment Breakdown.pdf
Resolution No. 2016-113.pdf
BAF-AS_Insurance~ (Agenda16-455)-FY16.pdf
BA Form 2016-113 (2).pdf
BAF-AS_Insurance (10-11-16)Agenda 16-455-FY16.pdf

VI. PUBLIC HEARINGS:

VI.1 16-449 Ordinance No. 17-2016/2nd Reading: Amending Section 2-4 of the City Code regarding purchasing and contracts procedures modifying the formal bid threshold from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000), and ratifying all prior City purchases that required a formal sealed bid pursuant to Section 2-4 of the City Code. (Finance Director)

Attachments: Section 2-4 ORDINANCE.pdf
Legal Ad 001.pdf

VII. COUNCIL BUSINESS:

VII.1 16-444 Consider a Code Enforcement Lien reduction for the property located at 1253 Amherst Court, CE 15-225, owner, Jose Said. (Community Services Director)

Attachments: Application.pdf

VII.2 16-453 Determine Council attendance at the upcoming Advanced Institute for Elected Municipal Officials hosted by Florida League of Cities, October 28-29, 2016 in Cocoa Beach. (Administrative Services Director)

Attachments: Advanced IEMO information.pdf
Schedule.pdf
Registrationform.pdf

VIII. CITY BUSINESS:

VIII.1 16-441 Approve a Resolution amending the FY2017 Fiscal Year Budget to cover the continuation of work for the Fleet Building Expansion Project (CP11FS) that was under budgeted in FY2017; approve a Resolution to authorize the City Manager to approve change orders not to exceed $10,000. (Public Works Director)

Attachments: Change Order Resolution No. 2016-109.docx
Resolution No. 2016-110.docx
BAF-PW-FLTEXP (10-11-16) Agenda 16-441.pdf

VIII.2 16-443 To Award Maxwell Contracting, Inc. of Cocoa, Florida, the East Peachtree Street Water Main Improvements, Project No. WS1505, in the Amount of $1,051,929; To Authorize the City Manager to execute contract documents; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $105,193 (10% of the contract amount); To Approve the Water Meter and Backflow Preventer Replacement Costs in the Amount of $3,100; To Approve Continuation of Task Order 2016-26 with Wade Trim, Inc. in the Amount of $64,096 for Services During Construction (SDC) for Total Project Cost of $1,224,318; To Approve a Resolution Amending the FY2017 Budget. (Utilities Director)

Attachments: Maxwell Contracting Quote - E. Peachtree St
Resolution No. 2016-111 Proj Contingency - E. Peachtree St
Resolution No. 2016-112 - E. Peachtree St - FY 2017
BAF-UT-Peachtree St. Project (10-11-16) Agenda 16-443.pdf

VIII.3 16-445 Approve a Resolution Amending the FY 2017 Budget using General Fund Reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale; Authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all documents related to the closing of said properties. (Community Services Director)

Attachments: Contract for Purchase and Sale.pdf
Interlocal Agreement.pdf
Resolution No. 2016-107.pdf
BAF-CS-HACCFL Land Purchase (10-11-16) Agenda 16-445.pdf

VIII.4 16-456 Approve a Resolution authorizing and approving the negotiated sale of not to exceed ten million dollars ($10,000,000) City of Cocoa, Florida Capital Improvement Refunding Revenue Bonds, Series 2016. (City Manager)

Attachments:
- Capital Improvement Refunding Summary Statistics - 9.30.16.pdf
- City of Cocoa - POS (01123696-5).pdf
- Continuing Disclosure Certificate (01150868-3).pdf
- Supplemental Resolution Cap Impr Ref 2016 (FInal).pdf
- Escrow Deposit Agreement - City of Cocoa (01152596).pdf
- Purchase Contract City of Cocoa Capital Improvement 2016

VIII.5 16-459 (1) Consider and uphold the bid protest filed by Odyssey Manufacturing Company; (2) Rescind the September 13, 2016 City Council bid award to Allied Universal Corp. of the Sodium Hypochlorite component of BID #B-16-19-COC (Water and Wastewater Treatment Chemicals); (3) Reject all Sodium Hypochlorite bids including the bids of both Allied Universal Corp.; and (4) direct staff to re-advertise and re-solicit bids for the Sodium Hypochlorite component of BID #B-16-19-COC. (City Manager)

Attachments:
- Notice for Bid Protest Commitee Meeting
- Supporting Documents (includes Odyssey Bid Protest)
- Odyssey MFG Co.(Bid Proposal)
- Allied Universal Corporation- (Bid Proposal)
- Allied Bid Protest Response Correspondence to Hamilton-Suarez 093016
- Allied Bid Protest Response
- Allied Bid Protest Response Exhibit A
- Allied Bid Protest Response Exhibit B
- Exhibit Allied Bid Protest Response C
- Allied Bid Protest Response Exhibit D
- Allied Bid Protest Response Exhibit E
- Allied Bid Protest Response Exhibit F
- Allied Bid Protest Response Exhibit G
- Allied Bid Protest Response Exhibit H
- Allied Bid Protest Response EXHIBIT I
- Allied Bid Protest Response Exhibit J
- Odyssey Manufacturing Bid Protest minutes

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 16-452 New local business tax receipts. (Community Services Director)

Attachments: 10-11-16 New local business tax receipts.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda.

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Legislation Details (With Text)

File #:	16-446	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/28/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of October 11, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-11-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2016
Agenda Date: October 11, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of October 11, 2016, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of October 11, 2016, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: October 11, 2016	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of October 11, 2016 (16-446)
2. Minutes: (a) Regular Meeting of September 13, 2016 (16-447)
   (b) Special Meeting of September 14, 2016 (16-448)

III. AWARDS AND PRESENTATIONS:

1. Proclamation to recognize October as National Manufacturing Month. (16-454). (Community Services Director)

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.

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V. CONSENT AGENDA:

1. Authorize the City Manager to accept and sign the Florida Department of State, Division of Historical Resources Small Matching Grant (#S1711) for replacement of the Historic Porcher House roof (PW1501) in the amount of $25,000 with a match of $25,000. Authorize the City Manager to sign the Small Matching Grant Preservation Agreement for the Historic Porcher House. Authorize the use of Tech Systems, Inc. as the roofing contractor for the project utilizing the Brevard County Purchasing Contract in the amount of $48,900. Authorize the City Manager to approve change orders not to exceed $1,100. (16-440). (Public Works Director)

2. Approve the Second Amendment to Purchase Agreement with Don Bell, Inc. d/b/a DBI Demolition, Melbourne Florida, Bid-14-14-COC, for multi-year demolition services effective October 1, 2016 through September 30, 2019. (16-450). (Community Services Director)

3. Approve a Resolution Adjusting the FY2016 Budget, including General Fund Transfers and the use of Contingency for the Stormwater Fund. The payment of a FY2015 invoice and the approval of the additional unanticipated insurance premiums for the FY2016 budget period to Florida League of Cities, Inc. Florida Municipal Insurance Trust (FMIT) for the General Insurance Program. (16- 455). (Administrative Services Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 17-2016/2nd & Final Reading: Amending Section 2-4 of the City Code regarding purchasing and contracts procedures modifying the formal bid threshold from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000), and ratifying all prior City purchases that required a formal sealed bid pursuant to Section 2-4 of the City Code. (16-449). (Finance Director)

VII. COUNCIL BUSINESS:

1. Consider a Code Enforcement Lien reduction for the property located at 1253 Amherst Court, CE 15-225, owner, Jose Said. (16-444). (Community Services Director)

2. Determine Council attendance at the upcoming Advanced Institute for Elected Municipal Officials hosted by Florida League of Cities, October 28-29, 2016 in Cocoa Beach. (16-453). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Approve a Resolution amending the FY2017 Fiscal Year Budget to cover the continuation of work for the Fleet Building Expansion Project (CP11FS) that was under budgeted in FY2017; approve a resolution to authorize the City Manager to approve change orders not to exceed $10,000. (16-441). (Public Works Director)

2. To Award Maxwell Contracting, Inc. of Cocoa, Florida, the East Peachtree Street Water Main Improvements, Project No. WS1505, in the Amount of $1,051,929; To Authorize the City Manager to execute contract documents; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $105,193 (10% of the contract amount); To Approve the Water Meter and Backflow Preventer Replacement Costs in the Amount of $3,100; To Approve Continuation of Task Order 2016-26 with Wade Trim, Inc. in the Amount of $64,096 for Services During Construction (SDC) for Total Project Cost of $1,224,318; To Approve a Resolution Amending the FY2017 Budget. (16-443). (Utilities Director)

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4. Approve a Resolution authorizing and approving the negotiated sale of not to exceed ten million dollars ($10,000,000) City of Cocoa, Florida Capital Improvement Refunding Revenue Bonds, Series 2016. (16-456). (City Manager)

5. (1) Consider and uphold the bid protest filed by Odyssey Manufacturing Company; (2) Rescind the September 13, 2016 City Council bid award to Allied Universal Corp. of the Sodium Hypochlorite component of BID #B-16-19-COC (Water and Wastewater Treatment Chemicals); (3) Reject all Sodium Hypochlorite bids including the bids of both Allied Universal Corp.; and (4) direct staff to re-advertise and re-solicit bids for the Sodium Hypochlorite component of BID #B-16-19-COC. (16-459). (City Manager)

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

1. New Local Business Tax Receipts. (16-452). (Community Services Director)

X. REPORTS:

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

IX. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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

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CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2016
Agenda Date: October 11, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of September 13, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of September 13, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

SEPTEMBER 13, 2016

A Regular meeting of the Cocoa City Council was held on Tuesday, September 13, 2016, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, in Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:06 p.m.

Chief Prince provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll:

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Michael C. Blake	Councilman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Jonathan Lamm, Deputy Fire Chief; Rusty Sengel, Fire Fighter; Brian Ackerman, Fire Fighter; Ed Mohesky, Fire Fighter; Jason McCuen, Helpdesk Support Tech; and Tre Folston, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of September 13, 2016 (16-363)

2. Minutes: (a) Budget/CIP Workshop of August 4, 2016 (16-364)
(b) Fire Station #2 Community Meeting of August 9, 2016 (16-365)
(c) District 2 Town Hall Meeting of August 16, 2016 (16-397)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner; to approve the agenda for the Regular meeting of September 13, 2016, and the Minutes for the Budget/CIP Workshop of August 4, 2016, Fire Station #2 Community Meeting of August 9, 2016, and the District 2 Town Hall Meeting of August 16, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation of a Key to the City to Rachad Wilson, Brevard Public Schools 2016 Principal of the Year. (16-373). (Councilman Blake)

Mr. Rachad Wilson was presented a key to the city for being selected as principal of the year. Mayor Parrish pointed out how proud he and Council were of him and when something like this happens in a city it was always a good thing. They appreciate him partnering with the City and for doing all that he does.

Councilwoman Warner concurred and stated they were very proud of him and appreciated him.

Mayor Parrish wanted his students and teachers to know that the City has Mr. Wilson's back and that this was the best place to live and it was continuing to grow. He knows Mr. Wilson's heart is in Cocoa.

Councilman Blake noted that he was extremely proud of the staff and students in Cocoa. He asked that all of his staff and students stand. He acknowledged Mr. Wilson's great work and advised it was paid off. He believed what he had done speaks volumes.

City Manager Titkanich thanked him on behalf of staff, and concurred that it was a pleasure to work with him. He was a dedicated professional, and what he has done has impacted many lives and they were honored to have the ability to work with him and his staff.

Mr. Wilson thanked God for making this all possible, and he also thanked his family, and then his second family, which were staff and students. Although he gets the credit, his Endeavor family is just as worthy. They work with challenges and every day they come back with a smile and do what they need to do. He thanked them and the City for the support. He looked forward to working with us in the future.

Mayor Parrish presented him with a Key to the City and expressed his appreciation.

IV. DELEGATIONS:

Michael Clenaghan. He did not speak under Delegations. Not present in Chambers when called.

Dawn Butterfield, 2711 Clearlake Road, C10, owner of West Cocoa Pharmacy, spoke in regards to the Crime Summit. She addressed the fact that there was a major drug problem in Cocoa. She believed there should be more resources for a drug unit in Cocoa and suggested tripling the budget in order to provide for for more resources. She felt that combatting drugs in the community was important because that was the cause of many of Cocoa's problems. She reiterated that they should increase the budget in order to effectively address the problem.

Bruce Morgan, 501 Sunset Blvd., Melbourne Beach, announced he was representing Architects and Engineers for 9/11 Truth (ae911truth.org). He requested that a resolution be passed in regards to the World Trade Center and the use of explosives. He noted there were ab out 2,500 architects and engineers asking for the reinvestigation of the twin towers. He provided packets of information, including a DVD to members of council.

Artyro Atice, 401 Delannoy Avenue, Cocoa, and owner of Pub Americana spoke in regards to Item VII.10. He asked that Council forgive the code lien on the property. He mentioned that other restaurants use the dumpster and when there are events they cannot control who uses them. He advised many of these incidents were out of their control.

Rev. Johnnie B. Dennis, 3710 Catalina Drive, Cocoa, was there to speak on behalf of a citizen group regarding Fire Station #2. Staff advised that was not on the agenda tonight. Mr. Dennis excused himself and did not speak.

Allen Chapman, 600 Florida Avenue, #104, Cocoa, and Executive Director of HCVA invited Mayor Parrish and Council to the Fall Car Show, on Saturday, September 17, 2016 from 2-5 p.m. They were expecting 150-200 cars. Merchants will be having their sidewalk sale. He pointed out that pre-registrations were at a record pace.

City Manager Titkanich announced that the car shows were always great.

Dave Netterstrom, 72 Country Club Road, Cocoa Beach, a water customer and former Mayor of Cocoa Beach, announced he was a candidate in the upcoming election for Clerk of Court. He noted it was a non-partisan position, and he pledged to remain neutral and do the job he would be hired to do. As Mayor of Cocoa Beach he loved working with Cocoa. He looked forward to working together in the future.

V. CONSENT AGENDA:

1. To approve an expenditure of $55,651 for Armed Security Guard Services utilizing Florida State Contract #DMS92121500-14-01, Security Officer Services, from Contract Services account number 001-1510-536.34-00, pending approval of the FY2017 budget. (16-343). (Finance Director)

2. Approve a one year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2016 through September 30, 2017 with an estimated premium of $723,707, pending approval of the FY2017 budget. (16-370). (Administrative Services Director)

3. To Award Bid #B-16-19-COC, Water & Wastewater Treatment Chemicals, to Allied Universal Corp., Miami, Florida; Cheney Lime & Cement Co., Jacksonville, Florida; Harcros Chemicals, Inc., Tampa, Florida; Kemira Water Solutions, Inc., Lawrence, Kansas; Tanner Industries, Inc., Southhampton, Pennsylvania; and Airgas, Lawrenceville, Georgia, for the Purchase of Various Chemicals for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility; To Approve the Second and Final Amendment to Purchase Agreement with Tropichem Enterprises, Palm Beach Gardens, Florida; To Approve the First Amendment to Purchase Agreement with Brenntag Mid-South, Inc., Orlando, Florida, and Tronox Alkali Wyoming Corporation, Philadelphia, Pennsylvania; Subject to FY2017 budget approval. (16-385). (Utilities Director)

4. Approve a Resolution Amending the FY16 Budget; To Approve Change Order #1 to P.O. 67349 with Manpower, Inc. for Temporary Labor at the Dyal WTP. (16-389). (Utilities Director)

5. Approve a Resolution to Amend FY16 Budget to Transfer Funds for an Emergency Generator Rental from Ring Power Corporation, Orlando, Florida, for the Dyal Water Treatment Plant. (16-392). (Utilities Director)

*** MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert,t o approve the Consent agenda.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Consider the reappointment of Mr. Elliott Zimmerman to the Board of Trustees for the Firefighters' Retirement Plan through October 1, 2018. (16-359). (Administrative Services Director)

*** MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to reappoint Mr. Elliott Zimmerman to the Board of Trustees for the Firefighters' Retirement Plan through October 1, 2018.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Consider the reappointment of Mr. Milton Norris Park to the Board of Trustees for the Fire Pension through October 1, 2018. (16-360). (Administrative Services Director)

*** MOTION by Councilwoman Warner; Seconded by Councilman Blake, to reappoint of Mr. Milton Norris Park to the Board of Trustees for the Fire Pension through October 1, 2018.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Consider the reappointment of Mr. Paul Kamus as a member of the Police Pension Board through October 1, 2018. (16-361). (Administrative Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to reappoint of Mr. Paul Kamus as a member of the Police Pension Board through October 1, 2018.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Consider the reappointment of Mr. Michael Kirn as a member of the Police Pension Board through October 1, 2018. (16-362). (Administrative Services Director)

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to reappoint of Mr. Michael Kirn as a member of the Police Pension Board through October 1, 2018.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Consider the Reappointment of Mrs. Missie McCarthy to the Board of Trustees for the General Employees' Retirement Plan through October 1, 2019. (16-377). (Administrative Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to reappoint of Mrs. Missie McCarthy to the Board of Trustees for the General Employees' Retirement Plan through October 1, 2019.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

6. Ratify the appointment of Mr. John A. Casey to the Board of Trustees for the Police Officers' Retirement Plan as the 5th member through September 30, 2018. (16-384). (Administrative Services Director)

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve the ratification of Mr. John A. Casey to the Board of Trustees for the Police Officers' Retirement Plan as the 5th member through September 30, 2018.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

7. Consider the Code Enforcement Lien reduction for the property located at 1104 Azalea Lane, CE 13-211, owner Sai Property Investments, Inc. (16-380). (Community Services Director)

The Code Enforcment Board held a public hearing on January 17, 2013. At that time, the Board found the owners Natashe and Timothy Caldwell in violation of the following: Section 6-900(b)(4)a-c-Nuisances (Fence).

The Board provided the owner sufficient time to correct the said violation. Therefore, consistent with the Code Enforcement Board's order, a lien was recorded against the property effective February 1, 2013. The lien ran at $25 per day from February 1, 2013, until compliance was achieved on September 23, 2104. The lien is $14,975 and the current owner, Sai Property Investment, Inc. is requesting that the lien be forgiven.

Based on all of the factors, staff recommends that the lien be reduced to $700 for administrative coverage. The Code Enforcement Board, at its regular meeting on July 7, 2015, recommended that the lien be reduced to $700.

* **MOTION by Councilwoman Warner; Seconded by Councilman Blake, to approve staff's recommendation and reduce the lien to $700.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

8. Consider the Code Enforcement Lien reduction for the property located at 105 Polaris Street, CE 15-638, owner Greenflower 3 Land Trust. (16-381). (Community Services Director)

The Code Enforcement Board held a public hearing on November 17, 2015. At that time, the Board found the owner, Greenflower 3 Land Trust, in violation of

the following: Section 6-900(b)(1)- Accumulation of Trash & Debris; Section 6-1001(g)- Accessory Structure (fence); Section 6-1003(b)- Protective Treatment; and Section 6-1003(g)- Roofs and Drainage.

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's order a lien was recorded against the property effective November 17, 2015. The lien ran at $100 per day from November 17, 2015 until compliance was achieved on June 27, 2016. The lien is $22,300 and the owner, Greenflower 3 Land Trust, is requesting that the lien be reduced to the cost incurred by the City of Cocoa.

Based on the facts presented, staff recommends that the lien be reduced to $1,500. At the Code Enforcement Board's regular meeting held on August 12, 2016, it was recommended that the lien be reduced to $1,500.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve staff's recommendation and reduce the lien to $1,500.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

9. Consider the Code Enforcement Lien reduction for the property located at Tax ID 2425262-Vacant Lot on St. John Street, CE 15-641, owner Jeffery & Linda Dellenberger. (16-382). (Community Services Director)

The Code Enforcement Board held a public hearing on August 20, 2015. At that time, the Board found the owner in violation of the following. Appendix A, Article XIII, Section 30(b)(1)-Temporary Storage Units.

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective September 11, 2015. The lien ran at $50 per day from September 11, 2015 until compliance was achieved on October 15, 2015. The lien is $1,700 and the owners, Jeffrey and Linda Dellenberger are requesting that the lien be forgiven.

The owners state that they were unaware of the lien and were not served due process. Staff contended that the owners were properly notified according to the mailing address on the Brevard County Property Appraiser website and the certified mail green card was signed by the tenant. Based on this and other factors, staff recommended that the lien not be reduced.

The Code Enforcement Board, at its regular meeting on August 12, 2016, recommended that the lien not be reduced.

Mr. Belden announced that the property owner was in attendance and wished to speak.

Mr. Dellenberger, 190 St. Croix Avenue, Cocoa Beach, Florida, explained that he has been a resident for many years. He and his wife own several properties. He noticed on April 14th that there was a lien on his property. He inquired about it and found out that the lien had been placed in August and although the notice was mailed to 590 King Street, that was not his mailing address. All other mail goes to St. Croix Avenue. He went to Code and now they are here in front of Council. He was not looking for a reduction, but lien forgiveness. One of his properties is being sold in two weeks and the sale had been held up due to this issue. He reiterated that he had personally never been informed of this.

Mr. Belden advised that proper notice had been given according to state statute and the address on the Property Appraiser website is 590 W. King Street, Cocoa, Florida, plus it was signed for. Due process was given to the owner. Additionally, staff does not follow up to see if the address was correct, as it was the residents duty to ensure their mailing address was correct with the Property Appraiser.

City Manager Titkanich asked Mr. Belden to indicate the property address that it was mailed to. Mr. Belden noted it was 590 W. King Street, Cocoa, Florida. City Manager Titkanich confirmed that was as listed by the Property Appraiser. Mr. Belden responded in the affirmative.

Mr. Dellenger understood, but as a courtesy staff should follow up with the citizens. 190 St. Croix Avenue was the address that they have. He felt that he should have personally been notified.

City Manager Titkanich agreed but advised that the city staff was required to follow Florida statute. Additionally, it costs about $700 to process these code liens and the burden that it would be to tax payers to locate a proper mailing address would not be fair. It was almost unreasonable to do something other than what is required.

Mr. Dellenberger understood but stated the notice was thrown away and he does not know whose signature was on the certified mail.

Councilwoman Warner advised that all of his addresses on the Property Appraiser's website state his correct address except for this one. She understood why staff sent the mail to the address listed on the Property Appraiser, but does not know why they were all correct except this one. Additionally, if Mr. Dellenberger did not search the Property Appraiser's website he would not see that they did not have the correct address. She felt that you cannot trust the Property Appraiser's information.

Mr. Belden noted that if there was some indication that there was a different address they would send the notice to both addresses. Councilwoman Warner stated if the address had been searched it would have been found because he owns multiple properties.

City Attorney Garganese clarified that the violation occurred on a certain property and that property is listed at 590 W. King Street, Cocoa, Florida as the address of the owner where the violation occurred. He further clarified that Mr. Dellenberger owned that property as well. The notice was sent to the property and it is being leased and perhaps the notice was received by the tenant. Staff was obligated to send the notice to 590 W. King Street, Cocoa, Florida and he owns that property. There are other addresses as well, and he does own many other properties which list his correct residential address. Staff did what they should have done but they did not send the notice to his residential address. He further mentioned that he had spoken with Mr. Dellenberger regarding this issue.

Councilwoman Warner had no doubt that staff did what they should have done, it was just that he owns many properties and was not a "frequent flyer" with Code issues.

* **MOTION by Councilwoman Warner; Seconded by Councilman Blake, to forgive the lien.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

Council requested that Mr. Dellenberger make this correct with the Property Appaisers office.

In response, Mr. Dellenberger thought that the correct address went with all of his properties when he bought them.

10. Consider the Code Enforcement Lien reduction for the property located at 409 Delannoy Avenue, CE 15-723, owner Park & Stephan Properties, Inc. (16-383). (Community Services Director)

The Code Enforcement Board held a public hearing on September 17, 2015, at which time the Board found the owner in violation of the following. Section 6-900(b)(4)-Maintenance of a Structure of Grounds; Section 6-1001(a)-Sanitation; and Section 6-1006-Rubbish & Garbage.

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective October 14, 2015. The lien ran at $50 per day from October 14, 2015, until compliance was achieved on October 30, 2015. The lien is $800 and the owner, Park & Stephan Properties, Inc., is requesting that the lien be forgiven.

Based on factors noted in the item, staff recommends that the lien not be reduced. The Code Enforcement Board at its regular meeting on August 12, 2016, recommended that the lien not be reduced.

Mr. Belden noted there were a few cards in regards to this item.

Michael Clenaghan, 100 Harrison Street, Cocoa, was speaking on behalf of Thai Thai in Cocoa Village. City Manager Titkanich clarified that he was speaking in regards to the item, and Council confirmed that he was.

Artyro Atice, 401 Delannoy Avenue, Cocoa, also spoke alongside Mr. Clenaghan.

He advised that the dumpster was always overflowing after events and they have kept it clean and everyone has done the best that they could. He further advised that those having the events and utilizing the dumpsters do not help, but workers always do. Eventually, people get tired of helping others. He noted that when Code came by and told them it was dirty and did not look nice, they cleaned it. He did not feel it was fair for the blame to all be placed on one property when others use it. They were asking that the lien be reduced as many of the items in the dumpster were not even restaurant items.

Mr. Clenaghan assured them they would keep things clean if the lien was reduced. He further pointed out that the dumpster was not at that location anymore.

Deputy Mayor Boisvert suggested they put a padlock on the dumpster so that no one else can dump. Mr. Atice agreed and felt that they should be provided nice enclosed dumpsters.

Councilwoman Warner asked where the dumpster had been moved to. In response, they said it disappeared. Mr. Clenaghan pointed out that they worked something out with Bank of America to use their dumpster.

Councilman Blake advised that other business owners had come forward on record complaining of rodents, stench, and dirtiness. Councilman Blake felt they should be held responsible.

Mr. Atice mentioned that they were not ignoring their responsibility, but he cannot always check to see who is using the dumpster.

City Manager Titkanich added that the City does have requirements and the burden was on the property owner to provide suitable locations to dump the trash and secure it.

He further noted that others have made complaints about the trash. In fairness, it was not the tax payers responsibility to provide trash and enclosures. There are requirements in the Code.

Councilwoman Warner asked Mr. Belden if the dumpster there was enclosed in any shape or form. Mr. Belden stated no, and that for new dumpsters it was a requirement and the owner was in the process of putting up a new facility. Nothing prevents the owners from enclosing them on their own.

Furthermore, Mr. Belden added that part of the violation included grease. The grease trap behind the dumpster was disgusting and that came from the restaurants and he reiterated that was part of the violation as well.

Councilwoman Warner advised that the lien was against the property and not the businesses. Property owners were responsible to pay the lien, not the tenants.

Troy Stephan, 411 Magnolia Avenue, Merritt Island, advised that he was the property owner but in part of the lease it was the tenants responsibility to pay for garbage and clean up. They were initially contacted by the person in charge of Code Enforcement. He added that he went and shoveled grease and also called the grease container people. He pulled the dumpster so that tenants were not charged for a lien when they should not be, as soon as he was notified about the lien. They were in compliance as soon as the dumpster was removed.

Councilwoman Warner asked if there had been any violations since. Mr. Belden stated no.

* **MOTION by Councilwoman Warner to forgive the lien of $800. The motion failed for lack of a second.**

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to follow the recommendation of the Code Enforcement Board.**

AYES: Parrish, Boisvert, Blake
NOS: Warner

THE MOTION CARRIED (3-1)

11. Take whatever action the City Council deems legally necessary to fill the Seat (District) 4 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter. (16-402). (City Manager)

City Manager Titkanich spoke in regards to this item, noting that Council had been provided two options in which they could choose in order to fulfil the vacancy of former Councilman Tyler Furbish. He explained that there was a very tight time frame, which included this meeting and the next meeting.

He advised that the options provided where that they could make nominations from the dias this evening of members deemed to be qualified, or they could take a more structured approach and file a Public Notice for those interested, allow an application period, and hold a possible special meeting in order to discuss the applicants, and to give them a time to speak.

If Council was unable to make a decision, it would have to go to a special election because it is too late to get into the general election. There is a

likelihood that Council would be operating with four members and then potentially three due to the upcoming vacancy of Councilman Blake.

Additionally, if a special election was done, they would have to be provided the time to qualify and campaign.

City Manager Titkanich reiterated their options and noted it was up to Council as to how they wished to fill the vacancy for District 4.

Councilwoman Warner recommended Option 2 for a couple of reasons. One was to allow the City Clerk time to qualify the person and use a system similar to board appointments, such as a board application and resume, and two, she would like to hold a special meeting before the next Council meeting to review the applications and possibly give candidates three minutes to speak. She felt that a decision can be made without going to a special election.

Councilman Blake concurred, advising it would also save the City money. He felt they should meet all qualifications and supported Option 2.

Mayor Parrish further agreed.

Deputy Mayor Boisvert agreed with everyone and that the Special Meeting should be held before the next Council meeting. He asked if they appoint them at 5 pm, could they swear them in at 6 pm. In response, City Manager Titkanich stated that was correct and they could possible structure the agenda so that it was the last item. He mentioned that stepping up to the dias as a new person was hard.

Deputy Mayor Boisvert requested that there be a Special Meeting on September 27th at 5 p.m. to discuss the candidates, choose the new councilmember, and then new councilmember will be sworn in at the end of the regular council meeting that evening.
City Manager Titkanich clarified that they would do interviews at the special meeting and the official selection would be done at the regular meeting.

City Attorney Garganese advised that the last item on the agenda could be the consideration and appointment of the vacancy. The meeting at 5 p.m. would be a Special Meeting where applications can be considered and interviews could be conducted as necessary.

Deputy Mayor Boisvert re-clarified that they would wait until the regular Council meeting to make the appointment. City Attorney Garganese responded in the affirmative and recommended that it be at the end of the meeting, as the person might not be adequately prepared to take on the duties of Council.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to go with Option 2, and to hold a Special meeting on September 27, 2016 at 5 p.m. in order to discuss/interview applicants, and make the appointment for the District 4 seat at the end of the Regular City Council meeting on September 27, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

Mayor Parrish asked Mr. Zack Lewis if he would like to speak since he turned in a card, or wait until September 27th. Mr. Lewis stated he would wait.

City Attorney Garganese advised there would be an application and some qualification paperwork, along with a background screening. The City Clerk would perform basic qualification duties and Public Motice would be done. He would work with the City Clerk to get it all worked out.

VIII. CITY BUSINESS:

1. Ordinance No. 15-2016: Modifying the cost certification and lien recordation procedures related to the abatement of unsafe or dangerous buildings and abatement of nuisances under the City's Property Maintenance Code; and providing for related minor typographical and grammar changes regarding the affected city code sections. (16-366). (Community Services Director)

City Attorney Garganese read Ordinance No. 15-2016 into the record, by title only as follows, and advised that this was the first reading of the Ordinance.

ORDINANCE NO. 15-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; MODIFYING THE COST CERTIFICATION AND LIEN RECORDATION PROCEDURES RELATED TO THE ABATEMENT OF UNSAFE OR DANGEROUS BUILDINGS AND ABATEMENT OF PUBLIC NUISANCES UNDER THE CITY'S PROPERTY

MAINTENANCE CODE; PROVIDING FOR RELATED MINOR TYPOGRAPHICAL AND GRAMMAR CHANGES REGARDING THE AFFECTED CITY CODE SECTIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

He noted that this ordinance addresses two sections of the Code and provides more specificity for the lien process.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve Ordinance No. 15-2016 on first reading.**

AYES: Boisvert, Blake, Warner[1]

THE MOTION CARRIED UNANIMOUSLY (3-0)

2. Approve a resolution to adjust the FY2016 budget to increase the Capital Machinery and Equipment account by $11,635 to reflect two Confiscated Vehicles being added to Fleet. (16-371). (Chief of Police)

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (3-0)

3. Ordinance No. 16-2016: Amending Chapter 12, Local Business Taxes, to prohibit real property owners within the jurisdictional limits of the City from allowing other persons to operate, upon the owner's real property, a business, occupation or profession without obtaining a Local Business Tax Receipt from the City when a Local Business Tax Receipt is required by law. (16-388). (Community Services Director)

Anthony read Ordinance No. 16-2016 into the record by title only as follows. He advised that this was the first reading of the Ordinance[2].

[1] Mayor Parrish exited the meeting at 7:27 p.m.
[2] Mayor Parrish returned to the meeting at 7:29 p.m.

ORDINANCE NO. 16-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 12, LOCAL BUSINESS TAXES, TO PROHIBIT REAL PROPERTY OWNERS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY FROM ALLOWING OTHER PERSONS TO OPERATE, UPON THE OWNER'S REAL PROPERTY, A BUSINESS, OCCUPATION OR PROFESSION WITHOUT OBTAINING A LOCAL BUSINESS TAX RECEIPT FROM THE CITY WHEN A LOCAL BUSINESS TAX RECEIPT IS REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

This ordinance was regarding any business that operated within the City. Any business is required to have a business tax receipt and there have been some issues where landlords were not getting them. This ordinance is prohibiting the owner to knowingly who willingly operate without a tax receipt.

It was mentioned that the owner would be notified if the City found out that they were not operating correctly, and citations would be imposed. There would be a code enforcement penalty of $250 for each business that was operating without a business tax receipt. This ordinance caps the fines to $1,000 per property in any business tax year.

Deputy Mayor Boisvert asked if the fine was $250 per day. City Attorney Garganese provided an example and advised it was for each business not acquiring a business tax receipt and it was not to exceed $1,000 per year.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve Ordinance No. 16-2016 on first reading.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Approve a Resolution Amending the FY 2016 Budget to Add Utilities Contingency Funds to Cover Remaining Unencumbered Expenses in Water Field Operations (421-4025-536.46-00). (16-393). (Utilities Director)

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Approve an Interlocal Agreement (ILA) and Short Form Lease Agreement between Brevard County and the City of Cocoa for the Lease of existing Fire Station #2. (16-395). (City Manager)

City Manager Titkanich advised that during the last couple of years the City had worked to improve and enhance its fire protection services. Workshops were held last year and one of the items discussed was a response times study that was completed. One of the things that Council directed and expressed was the importance of was working with the County and ambulance services especially out of station #2. Most calls were medical and most were south of S.R. 520.

The relocation of the stations was based on the shift of the City and growth, along with the five year history based on calls for service.

Additionally, the need was to realign the stations most effectively to optimize the response times in order to benefit all of the citizens within the City.

He advised that he, along with the Fire Chief, County Manager, and the Brevard County Fire Chief worked together and what was before them was an interlocal agreement between Brevard County and the City. One of their rescue units would be relocated to the City. The agreement also provides for minor repairs that need to be done. That is currently budgeted and the estimated cost was about $25,000.

City Manager Titkanich explained that from the strategic plan stand point, being able to optimize services and to be more efficient and effective is in line with public safety.

He mentioned that staff's recommendation was to approve the interlocal and short form lease agreements.

Councilman Blake asked about the attitude of the union and if they had collaborated with the union members.

City Manager Titkanich mentioned that Chief Prince had been in contact with the bargaining unit and that he (the City Manager) had met with Mr. Sengel. They

have had conversations. The outcome was that the union was in support of the interlocal agreement.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve the item.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Review of the Employee Health Center usage report provided by CareATC. (16-355). (Administrative Services Director).

2. Cocoa Police Department District Event statistics for the month of July, 2016. (16-394). (Chief of Police)

3. New local business tax receipts. (16-396). (Community Services Director)

X. REPORTS:

Mr. Belden noted that the Job Fair would held on October 20th at the Civic Center from 11 a.m. to 2 p.m. He advised Council he would remind them as the event gets closer.

Chief Prince thanked everyone for their support for the 911 Memorial Stair Climb event. He pointed out that the idea was that of fire fighter Allen Clark. He and fellow fire fighter Alex Candelario get all of the credit, as they were the one's who did the fundraising, sponsors, etc. They estimated that about 400-500 people showed up and there were 300 actual participants. About 250 burgers were cooked. They would bring back stats at a later meeting.

Mayor Parrish thought it was an awesome event and looked forward to them in the future. He felt that there was more emphasis on 9/11 now. Chief Prince agreed and believed it was because more people pull together for it and it was a big mark on the nation's history.

Mr. Wegerif provided an update on Fiske Blvd., noting it was under construction and pavement was being recycled. The day after they started it rained so they have had to repeat a few tasks, but by the time it is done there will be new pavement, etc.

Mayor Parrish mentioned he was still receiving comments about Peachtree Street. He thanked Public Works for taking on these projects. In response, Mr. Wegerif advised it was his employees who deserve the credit.

Mr. Wegerif further advised there was not an update on the bridge at this time.

City Manager Titkanich followed up on Chief Prince's comments and agreed that the stair climb was a phenomenal event. He gave kudos to Allen Clark and other volunteers for putting it on.

He reminded Council and the public that the second and final public hearing for the budget and millage rate was on Wednesday, September 14, 2016 here in Council Chambers.

He noted that he and the Assistant City Manager had a preliminary meeting with Mark Farrell, who is the consultant for the water/meter billing audit. Mr. Farrell would be coming before Council to provide a presentation on the audit.

City Manager Titkanich advised that at the next Council meeting he would be at the ICMA conference, and he received notice of his appointment on a Florida League of Cities policy committee. He thanked Council for their support.

Councilman Blake thanked Allen Clark and staff for the 9/11 Stair Climb event. He looked at it as a celebratory event due to those who lost their lives and are now in heaven looking down.

He enjoyed seeing other fire departments and the other municipalities that participated. There were people as far south as Martin County who attended. There were also families who attended and all were working for a common cause. He mentioned people asked if it would be at the same venue for future events.

Councilman Blake congratulated Ms. Angela Jordan who received a new Habitat for Humanity Home on Saturday and spoke of his attendance at Pastor Errol Beckford's Celebration Plaza event on Saturday, September 10th.

He mentioned that at the SCLC meeting on September 12th, the Florida Solar United Neighborhood Alliance sponsored by the League of Women Voters submitted a resolution. He asked that Cocoa also submit a resolution to show their support.

Councilman Blake further mentioned that at the meeting they spoke about submitting priorities and issues for the legislation. He recognized Councilwoman Warner for her appointment on an advocacy committee.

Lastly, he noted that "Protect our Lagoon" was doing yard signs and he asked the City Clerk for a board vacancy list.

He looked forward to the next Special meeting for the selection of the new District 4 Council member.

In closing, he reminded all to buy local and keep it local.

Councilwoman Warner agreed that the stair climb was awesome and that Councilman Blake did a great job as the D.J. She was shocked at the women with babies and fire fighters in all of their gear walking the bleachers. She believed that it would be doubled next year. She thanked everyone who participated and thanked Cocoa High for the use of the facility.

Deputy Mayor Boisvert pointed out that even after all of the rain there were no puddles on U.S. 1. In response, Mr. Wegerif advised that there were a lot of pipes installed so drainage was good.

Deputy Mayor Boisvert thanked all who showed up at the stair climb and stated that he really liked the shirts.

Lastly, he spoke about the 90th birthday party for a friend at Lost Lakes, where the Mayor presented his friend with a Key to the City. He advised there were about 170 people there. They all appreciated the thoughtfulness from the City.

City Manager Titkanich announced that right before the meeting he had celebrated his son's 4th birthday.

Mayor Parrish mentioned that there was truth to what Ms. Butterfield said earlier when she spoke under delegations. He felt that citizens do not feel there was

enough being done on the drug enforcement side and maybe things need to be re-evaluated.

He believed that the perception was we were doing a good job and some thought we were not.

Chief Cantaloupe advised that they had a zero based budget and built in what they needed. He noted their drug unit was a two man unit with a supervisor. It has been this way as far back as he can remember. Additionally, they have investigations and criminal investigations who all work together. They also partner with BCSO, ATF, FBI, the Department of Homeland Security, and others. They want to do quality investigations and feel the budget was an adequate budget.

Mayor Parrish pointed out that the police department knows who dealing with drugs. Chief Cantaloupe agreed, mentioning that if you do the crime, you are going to jail.

Mayor Parrish gave Ms. Butterfield kudos for coming forward and that after the election they would clean up the town.

In closing, he thanked all for coming to the Community Summit and for the citizens involvement. It took two years to do the second one and he felt this one was better. He appreciated the City Manager moderating at the last minute and he looked forward to another one down the road.

Councilman Blake advised that this Saturday, September 17th was the Alzheimers Run and you could contact Judy Diamond for more information.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Regular meeting of September 13, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 8:08 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-448	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/28/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	
Title:	Approve the Minutes of the Special meeting of September 14, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-14-16S Minutes.pdf EXHIBIT A-FY2017 Budget 2nd Public Hearing (20160914) JAT Revised.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2016
Agenda Date: October 11, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special meeting of September 14, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Special meeting of September 14, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

September 14, 2016

A Special City Council meeting was held on Wednesday, September 14, 2016 at 6:00 p.m. in City Council Chambers, located in City Hall, 65 Stone Street, in Cocoa, Florida as publicly noticed.

I. CALL TO ORDER

Mayor Parrish called the meeting to order at 6:10 p.m.

Chief Prince provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll:

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Michael C. Blake	Councilman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Teri Butler, Finance Manager; Ed Wegerif, Public Works Director; Randolph Bevard, Desktop Support Technician; Lora Howell, Deputy Finance Director; and Lea Taylor, Budget Analyst.

II. APPROVAL OF AGENDA

1. Approve the Agenda for the Special meeting of September 14, 2016.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve the agenda for the Special meeting of September 14, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. PUBLIC HEARINGS:

1. (a) Approve Resolution No. 2016-101 establishing the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2017 commencing on October 1, 2016 and ending on September 30, 2017, which represents an increase of 1.75% over the percent of change, of the rolled-back rate of 5.8759. (Finance Director)

   (b) Approve Resolution No. 2016-102 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2017 commencing on October 1, 2016 and ending on September 30, 2017. (Finance Director)

   City Manager Titkanich thanked Council and noted the reason for the meeting. He provided a presentation[1] and mentioned that the City had to have a balanced budget by October 1, 2016 and pointed out that the tentative millage rate cannot exceed the millage rate of 5.9790 approved by City Council on September 6, 2016.

   The Ad Valorem Tax Base History was reviewed and City Manager Titkanich advised that this showed a 4.8% increase over the FY 2016 valuation of $817,760,975.

   He further provided a historical review of the millage and pointed out the FY 2017 Trim rates. He spoke about the FY 2017 millage options and advised that with the current rate, there was a $221,012 revenue variance from FY2016-FY2017.

   City Manager Titkanich reviewed the effect that the rates would have on single family property owners. The amount of increases were discussed.

   He compared the FY2017 rates among all of the Brevard County municipalities and the City of Cocoa ranked 7th.

   Additionally, a General Fund Baseline Scenario was shown.

   The FY2017 revenue difference was pointed out. The Gross Tax Revenue would be a difference of $232,644 and the Tax Revenue @ 95% is $221,012.

   City Manager Titkanich provided a Public Announcement:

   - The City of Cocoa is a taxing authority.
   - The rolled-back rate is 5.8759.
   - The rolled-back rate is a 0% increase.
   - The millage rate to be levied is 5.9790.

[1] EXHIBIT A: FY2017 Budget Presentation

- The millage rate of 5.9790 is a tax increase of 1.75% as a percent of change over the rolled-back rate.

He announced that they need to open up the public hearing for public comment and noted staff's requested action. Deputy Mayor Boisvert confirmed it was Resolution No. 2016-101. City Manager Titkanich responded in the affirmative.

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

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve Resolution No. 2016-101 establishing the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2017 commencing on October 1, 2016 and ending on September 30, 2017, which represents an increase of 1.75% over the percent of change, of the rolled-back rate of 5.8759.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

(b) Approve Resolution No. 2016-102 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2017 commencing on October 1, 2016 and ending on September 30, 2017. (Finance Director)

City Manager Titkanich advised that the second part of the public hearing was to adopt a final budget. He discussed the General Fund revenue by funding source and detailed the percentages of total revenue.

The FY2017 Water/Sewer Fund revenue was spoke about by funding source and he assured Council that staff would continue to assess the needs of the system.

FY2017 Stormwater Fund was discussed by funding source. He noted that both sources include funds for the fire stations.

The FY2017 Proposed Budget versus the FY2016 Amended Budget was reviewed by Department and for the Water/Sewer Fund.

Capital projects were reviewed and City Manager Titkanich explained that the increase shown in the City Manager's Office was due to IT. He further explained increases in other departments, such as Public Works projects and large projects in engineering. Additionally, Water Field Operations would be adding about twenty (20) positions and some contract services would be brought in house. They will slowly ween outsourced services.

City Manager Titkanich provided the requested action and noted they could provide comments at this time.

Deputy Mayor Boisvert advised that halfway through the budget year he would like to see the addition of a part-time Parking Control Officer. He believed there was great need for one, especially in the Village.

Councilwoman Warner asked what happened with the V-COPS writing citations. In response, City Manager Titkanich explained it was due to the hours in which they can volunteer and the number of events.

Chief Cantaloupe advised it has been a challenge in recruiting new V-COPS. Councilwoman Warner asked if Council should be recruiting and Chief Cantaloupe answered in the affirmative, pointing out they were always looking for new people.

City Manager Titkanich thanked Deputy Mayor Boisvert and thought it would be worthwhile and it could be looked into. He reminded Council that a parking officer was recommended during the parking study. He spoke briefly about the data on the parking study and appreciated the opportunity to do this mid-year.

Councilwoman Warner thought maybe the word could be spread among merchants that they would be starting citations up again.

City Manager Titkanich advised that he would get with Ms. Shealy about retention laws for citations. He added that there were other parts of the city that also needed parking enforcement, especially in handicapped spaces.

Mayor Parrish opened the hearing to the public.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, questioned a special fund that the City had in the budget which was for late fees on water bills. City Manager Titkanich advised it was still in the budget and Ms. Butler provided him the line item. Mr. Greenwood thought this was a good area to have in the budget because it could serve as a backup in the event they needed to pay for something.

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

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve Resolution No. 2016-102 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2017 commencing on October 1, 2016 and ending on September 30, 2017.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

City Manager Titkanich explained the next steps in the budget process which are:

- Publication of the Fiscal Year 2017 Adopted Budget and CIP displayed on the City's website.
- Publication of the Fiscal Year 2017 Annual Budget Document.
- Publication of the Fiscal Year 2017 Budget at a Glance Pamphlet for public distribution.

He thanked all directors for working hard on their budgets, and thanked Lora Howell and Lea Taylor for all they do. It was a team effort among all.

Council agreed and thanked everyone.

Mayor Parrish believed it was another great year and thanked City Manager Titkanich. In response, City Manager Titkanich advised it was a great pleasure working with employees who want to come to work and make a difference.

IV. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Special Meeting of September 14, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 6:40 p.m.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

FY 2017 Budget Presentation

Special City Council Meeting
2nd (Final) Public Hearing
September 14, 2016

EXHIBIT A: FY2017 BUDGET PRESENTATION

Objectives of Special Meeting of City Council – 2nd (Final) Public Hearing

- Adopt a Final millage rate for FY 2017
- Adopt a Final budget for FY 2017
  - *The City must have a balanced budget by October 1, 2016*

TRIM (Truth In Millage) Process

- **Step 1**
  - Adopt the FY 2017 City of Cocoa Final Millage Rate

    Note: The tentative millage rate **cannot** exceed the millage rate of 5.9790 approved by City Council on September 6, 2016.

- **Step 2**
  - Adopt the FY 2017 City of Cocoa Final Budget

Ad Valorem Tax Base History

Fiscal Year		Valuation		% of Change
FY2008		$1,178,240,071		3.8%
FY2009		$1,168,009,451		(0.9%)
FY2010		$1,025,224,075		(12.2%)
FY2011		$906,460,404		(11.6)
FY2012		$797,859,898		(12.0%)
FY2013		$771,155,034		(3.3%)
FY2014		$773,867,625		0.4%
FY2015		$780,867,676		0.9%
FY2016		$817,760,975		4.7%
FY2017		**$857,337,863**		**4.8%**

FY2008-FY2016 is based on the Final Taxable Value.

Historical Review of Millage and Ad Valorem Revenue History

Fiscal Year	Valuation	Millage	Ad Valorem Revenue	Revenue Variance from Previous Year	% of Change
FY2008	$1,178,240,071	4.4891	$4,799,656	($20,259)	(0.4%)
FY2009	$1,168,009,451	4.4891	$4,542,124	($257,532)	(5.4%)
FY2010	$1,025,224,075	4.4891	$4,066,536	($475,588)	(10.5%)
FY2011	$906,460,404	4.9660	$4,040,240	($26,296)	(0.6%)
FY2012	$797,859,898	5.5813	$4,022,601	($17,639)	(0.4%)
FY2013	$771,155,034	5.9811	$4,173,108	$150,507	3.7%
FY2014	$773,867,625	5.9811	$4,235,127	$62,019	1.5%
FY2015	$780,867,676	5.9790	$4,275,054	$39,927	0.9%
FY2016	$817,760,975	5.9790	*4,454,795	$179,741	4.2%

* FY 2016 represents YTD collections.

FY 2017 TRIM Rates

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2016 – FY2017 Revenue Variance
FY2016 Adopted Rate	$818,427,691	5.9790	$4,893,379	$4,648,710	
FY 2017 Millage Options					
Current Rate-Tentative	$857,337,863	5.9790	$5,126,023	$4,869,722	$221,012
Rolled-back Rate	$857,337,863	5.8759	$5,037,632	$4,785,750	$137,040

Tentative Rate

Note: City Council may not adopt any rate higher than 5.9790.

What Does This Mean To The Single Family Property Owner?

	Valuation	FY 2016 5.9790	*Valuation With 0.7% Increase	FY 2017 5.9790	Increase
Single Family Residence	$100,000		$100,700		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$50,000	$299	$50,700	$303	$4
Single Family Residence	$150,000		$151,050		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$100,000	$598	$101,050	$604	$6
Single Family Residence	$200,000		$201,400		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$150,000	$897	$151,400	$905	$8
Single Family Residence	$300,000		$302,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$250,000	$1,495	$252,100	$1,507	$12

* The Save Our Homes, as provided in Section 193.155(1), F.S. limits the annual increase in homestead exempt properties assessments to either 3% or the CPI change, whichever is less. For 2016 the CPI cap is 0.7%, even though the City overall has a 4.8% increase in value.

FY 2017 Comparative City Rates

Ranking	City	Current	Rolled-back	Proposed
1	Palm Bay	8.5000	7.8365	8.4500
2	Satellite Beach	8.2900	7.8276	8.2309
3	Titusville	7.9011	7.4141	7.7647
4	Melbourne	7.6886	7.3351	7.3351
5	Indialantic	6.4695	6.0609	6.2653
6	Rockledge	6.3400	6.0371	6.2500
7	**Cocoa**	**5.9790**	**5.8759**	**5.9790**
8	Cocoa Beach	4.9798	4.7173	5.4798
9	Cape Canaveral	3.4797	3.2989	3.4797
10	West Melbourne	2.4633	2.3296	2.4633

Note: Ranking is established using the Proposed Rate for respective jurisdictions.

FY2017 Proposed Millage Rate Public Hearing

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
Current FY2016 Millage Rate	$818,427,691	5.9790	$4,893,379	$4,648,710
Staff Proposed FY17 Millage Rate	$857,337,863	5.9790	$5,126,023	$4,869,722
FY2017 Revenue Difference			$232,644	$221,012

General Fund Baseline Scenario - May 19, 2015 Workshop

BURTON & ASSOCIATES

COCOA FLORIDA

No Changes in Millage Assumed

Modest Property Value Growth Assumptions

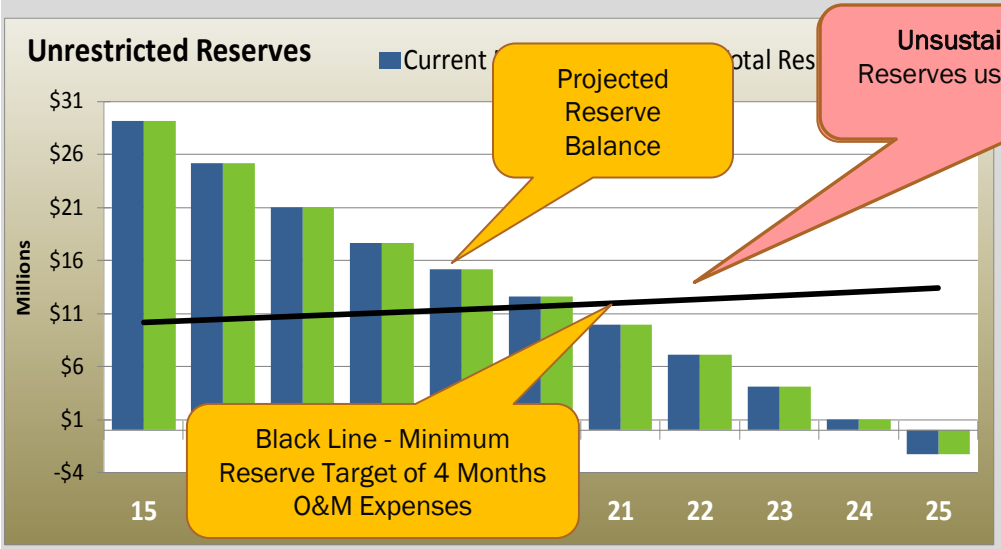
GENERAL FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS - GF) SUMMARY

SAVE CALC

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Millage Rate Adjustment											
Existing Property Value Adjustment	*N/A*	*0.00%*	*0.50%*	*1.00%*	*1.25%*	*1.50%*	*1.50%*	*1.50%*	*1.50%*	*1.50%*	*1.50%*
New Construction	*N/A*	*0.81%*	*0.91%*	*1.01%*	*1.10%*	*1.08%*	*1.26%*	*1.23%*	*1.20%*	*1.16%*	*1.13%*
Total Property Value Adjust.	N/A	0.81%	1.41%	2.01%	2.35%	2.58%	2.76%	2.73%	2.70%	2.66%	2.63%
Millage Rate - Last Plan	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Property Value Adj. - Last Plan	N/A	0.81%	1.41%	2.01%	2.35%	2.58%	2.76%	2.73%	2.70%	2.66%	2.63%
Cash Flow Surplus/(Deficit) $M	$0.7	($4.0)	($4.2)	($3.3)	($2.5)	($2.6)	($2.7)	($2.8)	($3.0)	($3.1)	($3.2)
End of Year Fund Balance $M	$29.1	$25.2	$21.0	$17.7	$15.2	$12.6	$9.9	$7.1	$4.1	$1.0	($2.3)
Reserve Target Surplus/(Deficit) $M	$19.0	$14.7	$10.2	$6.6	$3.8	$0.9	($2.1)	($5.3)	($8.6)	($12.1)	($15.7)

Port Project?

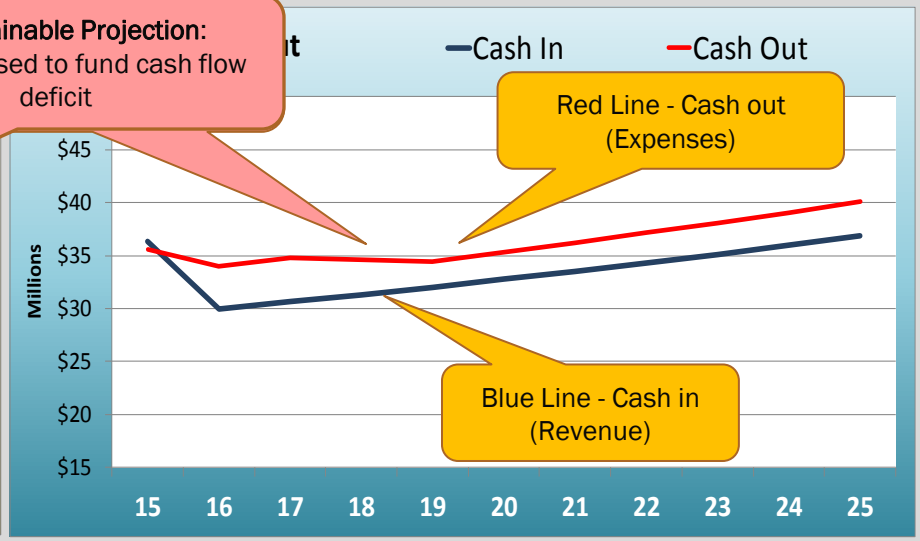
PST Year?



Projected Reserve Balance

Unsustainable Projection: Reserves used to fund cash flow deficit

Black Line - Minimum Reserve Target of 4 Months O&M Expenses



Red Line - Cash out (Expenses)

Blue Line - Cash in (Revenue)

General Fund Fiscal Sustainability Model

Updated for FY2017

BURTON & ASSOCIATES

Millage Rate unchanged over Projection period

TY OF COCOA, FL - GENERAL FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM

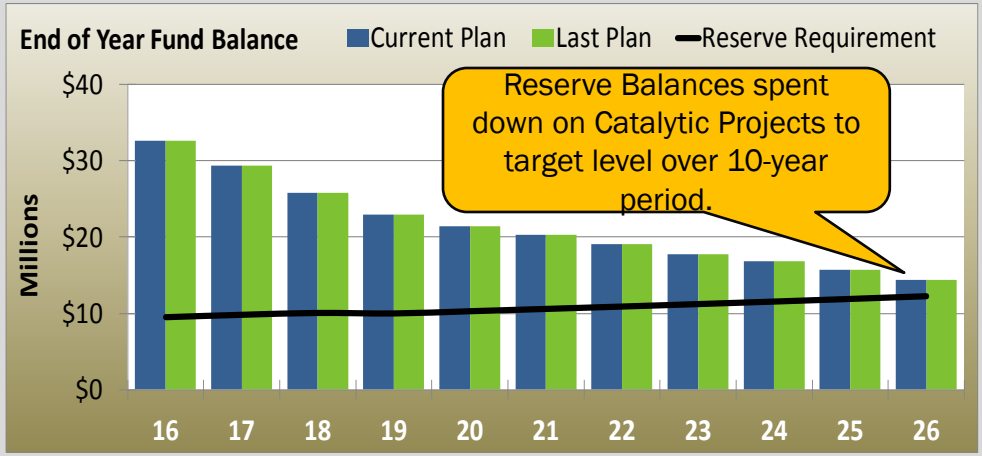
	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790		
Existing Property Value Adjust.	N/A	N/A	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%		
New Construction	N/A	N/A	1.0%	5.1%	1.8%	1.0%	2.4%	2.4%	6.0%		
Total Property Value Adjustment	4.8%	4.5%	4.5%	8.6%	5.3%	4.5%	5.9%	5.9%	9.5%	4.5%	4.5%
Cash Flow Surplus/(Deficit) $M	($2.5)	($3.3)	($3.6)	($2.9)	($1.5)	($1.1)	($1.2)	($1.3)	($1.0)	($1.1)	($1.3)
M	$23.2	$19.6	$15.8	$12.9	$11.1	$9.7	$8.2	$6.6	$5.3	$3.8	$2.1
M	$32.6	$29.4	$25.8	$22.9	$21.4	$20.3	$19.1	$17.8	$16.8	$15.7	$14.4
s		4	0	0	0	0	0				
Total Capital Outlay $M	$6.2	$5.4	$4.5	$5.0	$3.5	$3.0	$3.0	$			
Fire Assessment Revenue $M	$2.1	$2.2	$2.2	$2.3	$2.4	$2.4	$2.5	$2.6	$2.7	$2.7	$2.8
Residential Assessment (per DU)	$187.93	$193.57	$199.38	$205.36	$211.52	$217.87	$224.41	$231.14	$238.07	$245.21	$252.57
Fire Asmt Rev - Last Plan $M	$2.1	$2.2	$2.2	$2.3	$2.4	$2.4	$2.5	$2.6	$2.7	$2.7	$2.8
Residential Asmt - Last Plan	$187.93	$193.57	$199.38	$205.36	$211.52	$217.87	$224.41	$231.14	$238.07	$245.21	$252.57

Projection includes WalMart & Port Properties phased in over the projection period

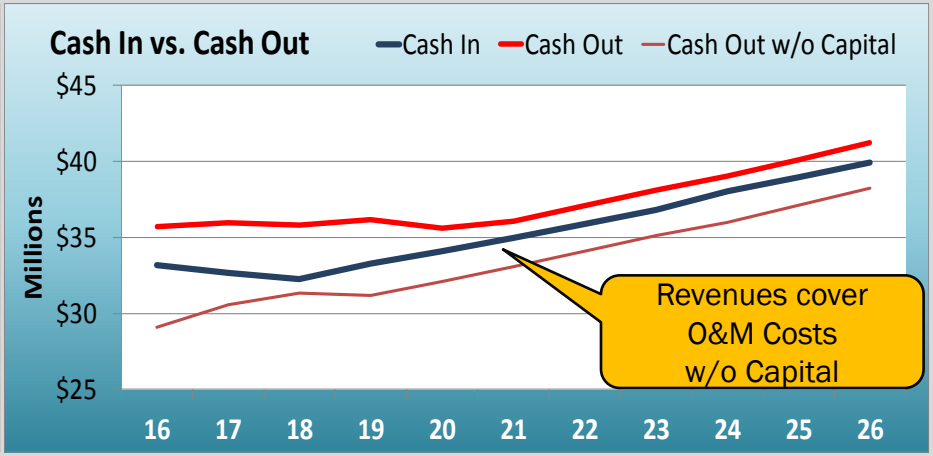
Capital Spending on Catalytic and One-Time Non-Recurring Capital Expenses

3% increases to Fire Assessment, annually

Per FTE:	$80,000
Escalator	3.0%
Debt Svc?	$425,000



Reserve Balances spent down on Catalytic Projects to target level over 10-year period.



Revenues cover O&M Costs w/o Capital

Public Announcement

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.8759
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 1.75% as a percent of change over the rolled-back rate

2nd and Final Public Hearing

- Public Comment Period on Adopting the Final Millage Rate of 5.9790

Requested Action: Approve Resolution No. 2016-101 adopting a Final millage rate of 5.9790 for the City of Cocoa for the Fiscal Year commencing on October 1, 2016 and ending on September 30, 2017.

FY2017 Revenues

FY 2017 General Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Taxes (Ad Valorem, Utilities, CST)	$7,052,116	19.0%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, Planning & Zoning Fees)	$3,412,358	9.2%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$3,228,830	8.7%
Charges for Service (Water Billing Services, Garbage Collection Services, and Culture/Recreation Fees)	$11,159,533	30.1%
Fines & Forfeitures	$24,000	0.1%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$803,618	2.2%
Other Non-Revenue (Inter-fund transfers, Water/Sewer contributions and 6% PILOFF, Debt Proceeds, Revenues from Reserves (Unassigned Fund Balance)	$11,341,267	30.7%
TOTAL FY 2017	$37,021,722	100%

FY 2017 Water/Sewer Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Charges for Service (Water, Sewer and Reuse Services)	$52,128,130	68.0%
Impact Fees	$1,668,443	2.2%
Miscellaneous (BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$307,595	0.4%
Other Non-Revenue (Contributions, Bond proceeds and use of Reserves)	$22,505,433	29.4%
TOTAL FY 2017	**$76,609,601**	**100%**

FY 2017 Stormwater Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Charges for Service	$1,372,033	47.9%
Miscellaneous (Interest Income)	$2,000	0.1%
Other Non-Revenue (Revenues from Reserves)	$1,492,049	52.0%
TOTAL FY 2017	$2,866,082	100%

FY2017 Expenses

FY2017 Proposed Budget vs. FY2016 Amended Budget by Division

GENERAL FUND DEPT.	FY 2017 PROPOSED	FY 2016 AMENDED	% VARIANCE	% BUDGET
City Council	$108,308	$102,913	5.2%	0.3%
City Manager Office	$2,675,357	$2,461,044	8.7%	7.2%
Finance	$2,731,601	$2,866,627	(4.7%)	7.4%
General Operations	$3,280,576	$6,724,188	(51.2%)	8.9%
Administrative Services	$721,342	$693,992	3.9%	1.9%
Police	$8,802,835	$10,031,267	(12.2%)	23.8%
Fire	$5,875,200	$5,866,137	0.2%	15.9%
Community Services	$3,442,288	$2,663,010	29.3%	9.3%
Public Works	$9,384,215	$8,855,195	6.0%	25.3%
TOTAL	**$37,021,722**	**$40,264,383**	**(8.1%)**	**100%**

FY 2017 Water/Sewer Fund
Proposed Budget vs. FY 2016 Amended Budget
by Water/Sewer Fund Division

WATER/SEWER FUND BY DIVISION	FY 2017 PROPOSED	FY 2016 AMENDED	% VARIANCE	% W/S BUDGET
Field Services	$1,767,162	$1,743,356	1.4%	2.3%
Water Admin. (Lab)	$26,672,729	$24,840,878	7.4%	34.8%
Dyal Plant Operations	$11,401,837	$13,011,749	(12.4%)	14.9%
WFO/Water Collections	$9,354,164	$6,836,534	36.8%	12.2%
Engineering	$19,643,839	$30,106,559	(38.8%)	25.6%
Sellers Plant Operations	$4,863,057	$5,696,276	(14.6%)	6.3%
WFO/ Waste Water Collections	$2,903,813	$3,742,941	(22.4%)	3.9%
TOTAL	**$76,609,601**	**$87,978,293**	(12.9%)	100%

FY 2017 Proposed General Fund Capital (CIP)

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	SOFTWARE	TOTALS
City Manager – I.T.		$22,000	$198,000	$6,000	$226,000
Police			$493,193		$493,193
Fire			$87,149		$87,149
Community Services			$7,450		$7,450
Public Works	$28,000	$2,501,746	$133,078		$2,662,824
TOTALS	**$28,000**	**$2,523,746**	**$918,870**	**$6,000**	**$3,476,616**

FY 2017 Proposed Water/Sewer Fund Capital (CIP)

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	SOFTWARE	TOTALS
Field Services			$128,370	11,080	$139,450
Dyal Plant			$369,900		$369,900
Water Field Operations		$102,514	$432,874	$26,950	$562,338
Engineering		$17,432,098	$27,000	$890,000	$18,349,098
Sellers Plant		$1,304,600	$1,079,201		$2,383,801
Sewer Field Operations		$555,000	$147,408	$7,700	$710,108
TOTALS		**$19,394,212**	**$2,184,753**	**$935,730**	**$22,514,695**

FY 2017 Proposed Capital – Other Funds

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	SOFTWARE	TOTALS
Capital Projects Fund	$6,660,000				$6,660,000
Stormwater Fund		$1,672,179	$113,550		$1,785,729
TOTALS	**$6,660,000**	**$1,672,179**	**$113,550**		**$8,445,729**

FY 2017 Proposed Budget vs. FY 2016 Amended Budget by Fund

FUND	FY 2017 PROPOSED	FY 2016 AMENDED	% VARIANCE
General Fund	$37,021,722	$40,264,383	(8.1%)
G.F. Debt Service Fund	$1.400,028	$1,399,403	–
G.F. Capital Projects Fund	$8,041,932	$8,125,000	(1.0%)
Special Revenue Funds	$2,967,352	$2,761,485	7.5%
Water/Sewer Fund	$76,609,601	$87,978,293	(12.9%)
Water/Sewer Debt Service Fund	$8,999,761	$8,995,897	–
Self Insurance	$6,006,545	$6,820,368	(11.9%)
Storm Water Fund	$2,866,082	$2,797,435	2.5%
TOTAL	**$143,913,023**	**$159,142,264**	**(9.6%)**

2nd and Final Public Hearing

- Public Comment Period on 2nd Public Hearing for the FY 2017 Budget

Requested Action: Approve Resolution 2016-102 adopting a Final Budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2016 and ending on September 30, 2017

What's Next?

- ✓ Publication of the Fiscal Year 2017 Adopted Budget and CIP displayed on the City's website.
- ✓ Publication of the Fiscal Year 2017 Annual Budget Document.
- ✓ Publication of the Fiscal Year 2017 Budget at a Glance Pamphlet for public distribution.



Thank You!

Legislation Details (With Text)

File #:	16-454	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/29/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	
Title:	Proclamation to recognize October as National Manufacturing Month. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proclamation-Manufacturing Month in Cocoa.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 29, 2016
Agenda Date: October 11, 2016
Prepared By: Samia Singleton, Economic Development Specialist
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Proclamation to recognize October as National Manufacturing Month.

BACKGROUND:

Manufacturing Month is recognized nationally during the month of October, with Manufacturing Day kicking off on the first Friday in the month of October. The manufacturing industry is the fifth largest sector in Cocoa, with over 50 manufacturers located within city limits. The City has worked with the EDC of Florida's Space Coast and CareerSource Brevard to promote and grow the manufacturing sector in Cocoa and within the region to include workforce skills training programs, tours, and program development.

STRATEGIC PLAN CONNECTION:

The proclamation is connected to the Strategic Issue of Economic Development and Community Development.

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

The City of Cocoa's Office of Economic Development has recognized the month of October as National Manufacturing Month for the past four years.

RECOMMENDED MOTION:

Proclamation to recognize October as National Manufacturing Month.

CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *Organizations within Brevard County recognize and promote the impacts of the manufacturing industry through local joint programs and initiatives; and*

WHEREAS, Advancing in Manufacturing (AIM) *initiative of CareerSource Brevard and other agencies to include the Economic Development Commission of Florida's Space Coast (EDC), Florida Tech, Eastern Florida State College, Brevard Public Schools, and several local municipalities to include the City of Cocoa; and*

WHEREAS, Made in Brevard *is a joint program of the EDC, Cocoa Beach Regional Chamber of Commerce, Melbourne Regional Chamber of East Central Florida, The Greater Palm Bay Chamber of Commerce, and Titusville Area Chamber of Commerce; and*

WHEREAS, AIM *and* ***Made in Brevard*** *are focused on promoting and celebrating companies that manufacture products in Brevard County, Florida and changing the perception of manufacturing careers; and*

WHEREAS, AIM *and* ***Made in Brevard*** *seek to educate manufacturers, raise awareness about manufacturing careers, enable platforms for certified skill development and enhance manufacturing job placement; and*

WHEREAS, *Manufacturing is the economic driver of strong communities, with over 500 manufacturers in Brevard County, Florida, it is only natural to raise awareness for this fundamental industry; and*

WHEREAS, *National Manufacturing Day is a national grassroots movement occurring on the first Friday of October annually; and*

WHEREAS, *The State of Florida recognizes the Month of October as Manufacturing Month as an effective way to expand knowledge about the value manufacturing brings to Florida's Economy and to showcase the high-skilled high paid manufacturing jobs needed by the industry; and*

WHEREAS, *During National Manufacturing Day and Manufacturing Month, U.S. manufacturers open their doors to showcase modern manufacturing and foster interest in manufacturing careers; and*

WHEREAS, AIM *and* ***Made in Brevard*** *is encouraging the City of Cocoa, Florida manufacturers, organizations and schools to participate in National Manufacturing Day and Manufacturing Month.*

NOW, THEREFORE, *I, Mayor Henry U. Parrish, III, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of October 2016, as*

"Manufacturing Month in Cocoa"

in the City of Cocoa, and urge all residents, industries, businesses and professional bodies to actively and appropriately participate in its observance.

City of Cocoa CORPORATE SEAL FLORIDA

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 25th day of October, 2016

Henry U. Parrish III
Mayor

ATTEST:

Carie Smalley
City Clerk

Legislation Details (With Text)

File #:	16-440	**Version:** 1	**Name:**	Porcher House Grant Agreement Roof Replacement
Type:	Resolution		**Status:**	Consent Agenda
File created:	9/26/2016		**In control:**	City Council
On agenda:	10/11/2016		**Final action:**	

Title: Authorize the City Manager to accept and sign the Florida Department of State, Division of Historical Resources Small Matching Grant (#S1711) for replacement of the Historic Porcher House roof (PW1501) in the amount of $25,000 with a match of $25,000. Authorize the City Manager to sign the Small Matching Grant Preservation Agreement for the Historic Porcher House. Authorize the use of Tech Systems, Inc. as the roofing contractor for the project utilizing the Brevard County Purchasing Contract in the amount of $48,900. Authorize the City Manager to approve change orders not to exceed $1,100. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments: Change Order Resolution No. 2016-108
S1711 Historic Porcher House Roof FINAL
SM Preservation Agreement 2017
Tech Systems Brevard County Contract 2017
Tech Systems Quote

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 26, 2016
Agenda Date: October 11, 2016
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Authorize the City Manager to accept and sign the Florida Department of State, Division of Historical Resources Small Matching Grant (#S1711) for replacement of the Historic Porcher House roof (PW1501) in the amount of $25,000 with a match of $25,000. Authorize the City Manager to sign the Small Matching Grant Preservation Agreement for the Historic Porcher House. Authorize the use of Tech Systems, Inc. as the roofing contractor for the project utilizing the Brevard County Purchasing Contract in the amount of $48,900. Authorize the City Manager to approve change orders not to exceed $1,100.

BACKGROUND:

The Porcher House, the grandest home in Cocoa, will be celebrating its 100th anniversary this month. This home, situated at the south edge of Cocoa Village, is a visual comment of the history of Cocoa. In June 2015, Staff applied for the 2017 State of Florida Historic Preservation Small Matching Grant to replace the existing roof material with historic looking roofing material that would match the 1916

material of the home.

The grant was included in the Governor's 2017 Florida Fiscal Year Budget and we received a total of $50,000, of which $25,000 is grant funds and $25,000 is the City's match requirement. The funds are currently budgeted in the FY2017 budget.

Staff requests approval to authorize the City Manager to approve a contingency of $1,100 for change orders. Staff requests approval to utilize Tech Systems, Inc. as the roofing contractor for the project under the Brevard County Purchasing Contract. The Project (PW1501) is currently budgeted in the FY 2017 in Account # 001-3580-519-46-02.

STRATEGIC PLAN CONNECTION:

Preserving historic buildings in Cocoa is part of improving the City's image.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	$ 50,000
Account Number	001-3580-519-46-02_
Account Name	Repair/Maintenance Buildings
Project Number	PW1501

Source of Funds: Grant - Historic Preservation $25,000 Award, $25,000 Match

PREVIOUS ACTION:

15-178 - Staff requested approval to apply for the Historic Preservation Small Matching Grant in the amount of $50,000.

RECOMMENDED MOTION:

Authorize the City Manager to accept and sign the Florida Department of State, Division of Historical Resources Small Matching Grant (#S1711) for replacement of the Historic Porcher House roof (PW1501) in the amount of $25,000 with a match of $25,000. Authorize the City Manager to sign the Small Matching Grant Preservation Agreement for the Historic Porcher House. Authorize the use of Tech System, Inc. as the roofing contractor for the project utilizing the Brevard County Purchasing Contract in the amount of $48,900. Authorize the City Manager to approve change orders not to exceed $1,100.

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RESOLUTION NO. 2016-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONTRACT RELATED TO THE COMPLETION OF THE PORCHER HOUSE ROOF PROJECT (PW1501), IN AN AMOUNT NOT TO EXCEED THE $50,000, WHICH INCLUDES A $1,100 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 roof reconstruction 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, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract related to the Porcher House Roof Project (PW1501) provided the total amount of approved change orders do not cause the construction budget to exceed the total $50,000 budgeted by the City Council for the project inclusive of the $1,100 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 11TH Day of October 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
CITY OF COCOA
S1711

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and The City of Cocoa, hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching grant by the Division, grant number S1711 for the Project "Historic Porcher House Roof Restoration in the amount of $25,000. The Division enters into this Agreement pursuant to Line Item 3073, contained in the FY 2016-2017 General Appropriations Act, HB 5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes.*

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose**. This grant shall be used exclusively for the "Historic Porcher House Roof Restoration" the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used for Roof replacement consist of the following remove the existing shingle roof down to the wood decking. Refasten decking according to code. Install underlayment. Mechanically fasten, according to code, diamond shaped shingle roof system. All tasks associated with the Project, as outlined in the Project Description (see Attachment A), will be completed by June 30, 2017.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1:

- Payment 1 will be fixed price in the amount of 30 percent of the grant award. The Grantee will have completed at least 30 percent of the Project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 30 percent completion.

Payment 2, Deliverable/Task 2:

- Payment 2 will be fixed price in the amount of 30 percent of the grant award. The Grantee will have completed at least 60 percent of the Project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 60 percent completion.

Payment 3, Deliverable/Task 3:

- Payment 3 will be fixed price in the amount of 40 percent of the grant award. The Grantee will have completed 100 percent of the Project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent, showing 100 percent of the Project completed, including all retainage amounts paid. The performance measure documenting satisfactory completion of Deliverables will also be submission and acceptance of a Final Project Progress Report that certifies that all project funds have been expended in the way here agreed upon and the Project has been closed out. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2016-2017. The Budget provides details of how grant funds will be spent and all expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment B).

2. Length of Agreement. This Agreement shall begin on July 1, 2016, and shall end June 30, 2017, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.

3. Contract Administration. The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this Agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:
Kechia Herring
Phone: (850) 245-4333
Email: Kechia.Herring@dos.myflorida.com

For the Grantee:
Contact: Charlene Neuterman
Address: 155 N. Wilson Avenue
Phone: 321-433-8773
Email: cneuterman@cocoafl.org

4. **Grant Payments.** Non-advance grant payments are requested by submitting the following:

   - Grant Funds Expenditure Log demonstrating appropriate use of state funds
   - Documentation that the deliverable has been completed
   - Payment Request form

   The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

   a) The first payment will be 30 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
   b) The second payment will be 30 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
   c) The third payment will be 40 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.

5. **Electronic Payments**. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. In order to download this form the Grantee can access http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. This page also includes tools and information on how to verify payment status.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit http://www.flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division with the executed Agreement.**

7. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by filing a Contract Amendment Form with the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the Grant Award Amount is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. The Contract Amendment Request Form is available on the Division's website at http://www.dos.myflorida.com/historical/grants/forms.

8. **Financial Consequences**. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

a. First payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
b. Second payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
c. Third payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds. If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the Third Payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
d. The Division may reduce individual payments by 10 percent if the completed Deliverable does not meet the Secretary of Interior's Standards and Guidelines or other industry standards applicable to the Scope of Work for the Project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.
Development Projects.

a) All project work must be in compliance with the **Secretary of the Interior's Standards and Guidelines** available online at www.nps.gov/tps/standards.htm.

b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation is available online at www.flheritage.com/grants/categories/smallmatching.cfm.

c) Architectural Services

All projects shall require contracting for architectural/engineering services. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.

d) Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

1. Upon completion of **schematic design**;

2. Upon completion of **design development and outline specifications**; and
3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

e) For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

f) For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

1. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.

2. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.

3. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.

4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archeology*.

5. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code.*

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida."

b) Any variation in the above specifications must receive prior approval in writing by the Department. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.

c) A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, 2016, except as allowed below.

a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.

b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. The project Progress Report shall document the completion of any deliverables/ tasks, expenses and activities that occurred during that reporting period. The Progress Report form to be used by the Grantee is available on the Division's website at http://dos.myflorida.com/historical/grants/forms.

a) **First Project Progress Report** is due by October 31, 2016, for the period ending September 30, 2016.

b) **Second Project Progress Report** is due by January 31, 2017, for the period ending December 31, 2016.

c) **Third Project Progress Report** is due by April 30, 2017, for the period ending March 31, 2017.

d) **Final Report.** The Grantee must submit a Final Report to the Division by July 30, 2017 for the period ending June 30, 2017.

13. Matching Funds. The Grantee is required to provide a 100% match of the required match, a minimum 25% of the match must be a cash match. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. Applicants for projects located in Rural Economic Development Initiative (REDI) counties or communities that have been

designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, may request a waiver for the match amount. Additionally, Certified Local Government (CLG) projects, Main Street Start-Up Projects and Special Statewide Solicitation Projects do not require a match**.**

14. **Grant Completion Deadline.** The grant completion deadline is June 30, 2017. The Grant Completion Deadline is the date when all grant and matching funds have been paid out and expended in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed thirty (30) days, unless the Grantee can demonstrate extenuating circumstances as described in Section 15 of this Agreement.

15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the established grant completion deadline and may not exceed thirty (30) days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval by the Division is required for extensions.

16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

    a) Expenditures for work not included in the Scope of Work;
    b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Agreement;
    c) Expenses incurred or obligated prior to or after the Grant Period;
    d) Expenditures for work not consistent with the applicable historic preservation standards (see the Guidelines, which are available from the Division at http://www.dos.myflorida.com/historical/grants/);
    e) Expenditures for furniture and equipment, unless specifically authorized as a part of a grant project;
    f) Expenses associated with lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency;
    g) Private entertainment, food, beverages, plaques, awards, or gifts;
    h) Costs of value donations or In-kind Contribution not documented in accordance with the provisions of the Agreement;
    i) Indirect costs;
    j) Project Administrative Expenditures, whether grant expenditures or match contributions, which in aggregate must not exceed 10% of the grant award amount;

k) Costs for projects having as their primary purpose the fulfillment of federal or state historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended through 2006, or under Section 267.031, F.S.;
l) Projects which are restricted to private or exclusive participation, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, handicap, or marital status;
m) Grantee operational support (i.e., organization salaries not related to grant activities, travel, supplies);
n) Vehicular circulation (drives) and parking (except for provision of code-required handicapped parking pad);
o) Sidewalks, landscape features, planting, irrigation systems and site lighting (except for sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site lighting required for security, if included in the Scope of Work);
p) Capital improvements to non-historic properties (except as approved for Museum Exhibit projects);
q) Capital improvements to the interior of religious properties (except for repairs to primary elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs);
r) Code-required accessibility improvements for religious properties;
s) Insurance costs (except for costs for builder's risk, workers compensation and contractor's liability insurance); and
t) Purchase of equipment (other than equipment incorporated as capital improvements into a historic building during restoration or rehabilitation, and equipment required for a museum exhibit). If special equipment is required for completion of the Project and said equipment is included in the Scope of Work for the Project as an eligible grant expense, it shall be rented for the grant term. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures.*

18. Repayment. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Dr. Yasha Rodríguez, Grants Program Supervisor Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of

$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment C for additional information regarding this requirement.

20. **Retention of Accounting Records**. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes,* known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than $100 within any quarter may be held until the next quarter when the accrued interest totals more than $100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.

24. **Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Historical Resources grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.

25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

    a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The name of the account(s) must include the grant award number;

e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint ventures, or partners of the Division.

29. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

31. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. Termination of Agreement.

a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds

previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the cause of partial terminations, the portion to be terminated.

c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

37. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. In addition, no grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is

negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.

38. Binding of Successors. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.

39. No Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.

42. Governing Law. This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement. The entire Agreement of the parties consists of the following documents:

a) This Agreement
b) Project Description (Attachment A)
c) Estimated Project Budget (Attachment B)
d) Single Audit Act Requirements and Exhibit I (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the FY 2016-2017 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:
By:

_____
Dr. Timothy Parsons, Division Director

_____
Date

Grantee:
By: _____
Authorizing Official for the Grantee

John A. Titkanich, Jr., AICP, City Manager
Typed name and title

_____
Date

ATTACHMENT A

Project Description

Grant funds will be used for Roof replacement consist of the following remove the existing shingle roof down to the wood decking. Refasten decking according to code. Install underlayment. Mechanically fasten, according to code, diamond shaped shingle roof system. All tasks associated with the Project, will be completed by June 30, 2017.

ATTACHMENT B

Estimated Project Budget

Budget Item Number	Description	Grant Match	Cash Match	In-Kind Match	Subtotal
1	Remove existing roof	$12,000	$0	$0	$12,000
2	Inspect wood and replace damaged wood materials	$10,000	$0	$0	$10,000
3	Refasten wood decking to code	$0	$10,000	$0	$10,000
4	Roof underlayment	$3,000	$0	$0	$3,000
5	Aluminum drip edge	$0	$5,000	$0	$5,000
6	Aluminum valley metal flashing	$0	$5,000	$0	$5,000
7	Rolled ridge vents	$0	$3,900	$0	$3,900
8	Architectural and Engineering services	$0	$1,100	$0	$1,100
	Total	$25,000	$25,000	$0	$50,000

*City of Cocoa will make required sign in house

ATTACHMENT C

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

The administration of resources awarded by the Department of State to the Recipient may be subject to audits and/or monitoring by the Department of State, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State." In the event the Department of State determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department of State staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Recipient expends $300,000 *($500,000 for fiscal years ending after December 31, 2003)* or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the Recipient expends less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* in Federal awards in its fiscal year, an audit conducted in accordance

with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the Recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
www.fldfs.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

   A. The Department of State at each of the following addresses:

      Department of State
      Division of Elections
      R.A. Gray Building, Suite 316
      500 S. Bronough St.
      Tallahassee, FL 32399-0250

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   Department of State
   Division of Elections
   R.A. Gray Building, Suite 316

500 S. Bronough St.
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

   A. The Department of State at each of the following addresses:

      Department of State
      Division of Elections
      R.A. Gray Building, Suite 316
      500 S. Bronough St.
      Tallahassee, FL 32399-0250

   B. The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

State resources awarded to the recipient pursuant to this agreement consist of the following:

$25,000

Matching resources for federal programs:

Not Applicable.

Subject to section 215.97, Florida Statutes:

Florida Department of State Grant, CSFA Number 45.031

Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

As contained in the Compliance Supplement to CSFA Number 45.031

Small Matching Grant
PRESERVATION AGREEMENT
Grant Number: 51711

This agreement is made the 11th day of October, 2016, by The City of Cocoa (hereafter referred to as the "Owner") and in favor of the Florida Department of State, Division of Historical Resources (hereinafter referred to as the "Division") for the purpose of the preservation of a certain property known as Historic Porcher House (hereinafter referred to as the "Property"), located at 434 DeLannoy Avenue, Cocoa, FL 32922, and which is owned in fee-simple by the Owner and has been determined by the Division to be a historic property pursuant to Section 267.021, Florida Statutes.

In consideration of the sum of $25,000 received in grant-in-aid assistance from the Division, the Owner hereby agrees to the following for a period of five (5) years:

1. The Owner agrees to assume the cost of the continued maintenance and repair of the Property so as to preserve the architectural or historical integrity of the same.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Division and that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.

3. The Owner agrees that the Division, its agents and designees shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.

4. This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

5. It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

Owner

City of Cocoa
Name of Organization

Signature of Authorized Representative

John A. Titkanic, Jr., AICP / City Manager
Print Name and Title of Authorized Representative

Date

Division of Historical Resources

Dr. Timothy Parsons, Director

Date

Witnessed of Owner signature by Notary Public required

WRITTEN NOTIFICATION OF CONTRACT RENEWAL

NOTICE is hereby given to Tech Systems, Inc. by the Board of County Commissioners of Brevard County, Florida, this 13th day of January, 2016, that the Agreement previously entered into by and between Tech Systems and the Board of County Commissioners of Brevard County, Florida, Proposal P-2-14-13, shall be renewed pursuant to the notification provisions set forth therein for an additional period of one (1) year, until June 15, 2017 under the same terms and conditions otherwise expressed therein.

EXECUTED ON BEHALF OF THE
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Jim Barfield, Chair
Board of County Commissioners

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Phone (321) 617-7390
Facsimile (321) 617-7391

NOTICE OF AWARD
June 16, 2014
RFP# P-2-14-13 / Continuing Roofing Contracting Services

PROCUREMENT ANALYST: Juliet Misconi, CPPB

VENDOR	Vendor City and State	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	ESTIMATED ANNUAL EXPENDITURE
Bel-Mac Roofing	**Rockledge, FL**	**Yes**	**ALL**	**Approximately $600,000 per year**
Hamilton Roofing	**Palm Bay, FL**	**Yes**		
Tech Systems, Inc.	**Melbourne, FL**	**Yes**		
Seal Tight Roofing Experts	Merritt Island, FL	Yes	None	Not selected
Southland Rowe Roofing	Midland, FL	Yes	None	Not selected
The Roof Authority	Non-responsive: Did not use correct Price Sheet			
RMS Orlando, Inc.	Non-responsive: Did not use correct Price Sheet or provide letter of bondability			
Couch's Waterproofing, Inc.	Non-responsive: Did not provide AIA A305 or letter of bondability			
Crowther Roofing and Sheet Metal	Proposal Withdrawn			
Architectural Sheet Metal, Inc.	Statement of No Proposal			
Jurin Roofing Services, Inc.	Statement of No Proposal			
Master Roofing of Central Florida, Inc.	Statement of No Proposal			
Roof Pros USA	Statement of No Proposal			
RKE Enterprises	Statement of No Proposal			

☐ BOARD AWARD--AGENDA ATTACHED

☐ APPROVED AWARD (NON-BOARD AGENDA): Teresa Camarata
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Teresa Camarata, Central Services Director

☒ Award to best ranked proposer, minimum three bids received.

☐ Award to best ranked proposer, less than three responses received: (copy to Manager)
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Leslie Rothering, Purchasing Manager; Juliet Misconi, Procurement Analyst; Brad Hall, Fire Rescue; Greg Minor, Parks & Recreation; Joan VanSickle, Facilities Construction

FOR PURCHASING USE ONLY:
☐ ONE TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: June 16, 2014 ENDING DATE: June 15, 2014 5
RENEWAL OPTION ☐ One year ☒ Other: Three (1) year renewals
☐ Prompt Payment Discount Offered ☐ Yes_____(Terms) ☒NO
☐ Performance and payment bonds received
☐ Release Cashier's Or Certified Check Received For Bid Deposit On Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☐ Please provide certificate of insurance.
☐ Please provide performance and payment bonds, as required.
☐ OTHER:

JM/LR

P-2-14-13
CONTINUING ROOFING CONTRACTING
SERVICES AGREEMENT

This is an Agreement entered into this 16 day June of 2014, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and **TECH SYSTEMS, INC.**, a corporation under the laws of the State of Florida, hereinafter referred to as CONTRACTOR.

For and in consideration of the mutual agreement hereinafter contained, the COUNTY hereby retains the CONTRACTOR and the CONTRACTOR hereby covenants to provide continuing roofing contracting services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

All continuing contracting services provided by the CONTRACTOR for the COUNTY shall be identified in Proposal format. Proposals shall include a detailed description of the roofing services to be performed including square footage, proposed schedule for compensation based on negotiated hourly rates, the proposed number of man hours for each category of labor, the number of workers in each category of labor to be dedicated to the particular work/project from **Attachment "A"** Pricing Sheet to be assigned to the Work, a projected schedule for completion of the Work, and any other terms or conditions specific to the Work to be performed by the CONTRACTOR. A Proposal submitted to the COUNTY shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by an authorized representative of the Brevard County Board of County Commissioners, and where approved by Board action, if applicable. The written Notice to Proceed and specific Proposal, as approved by the COUNTY, shall together constitute an addendum to this Agreement.

Preventative Maintenance will be performed at each facility, based on pricing in **Attachment "A"** Pricing Sheet, upon notification from the COUNTY.

SECTION II – COUNTY/CONTRACTOR OBLIGATIONS - RECORDS

The COUNTY shall furnish to the CONTRACTOR, upon request, any

plans/drawings/data available in the COUNTY'S files pertaining to the work to be performed under this Agreement. However, pursuant to the Florida Statute 119.07 provides that building plans, blueprints, schematic drawings and diagrams, include draft, preliminary and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County are exempt from Public Records. These documents, while exempt from public records, are provided to the CONTRACTOR as a receiving entity in order to perform its duties and responsibilities under this Agreement; however, the CONTRACTOR understands it is required to treat the above records as exempt from public records.

SECTION III - CONTINUING ROOFING CONTRACTING SERVICES

Upon receipt of Notice to Proceed, CONTRACTOR agrees to perform all services associated with the requested Work in accordance with the negotiated terms of the applicable approved Proposal, and in accordance with accepted professional standards and practices. No Notice to Proceed will be issued for Preventative Maintenance Services.

In connection with continuing roofing contracting services to be rendered pursuant to this Agreement, the CONTRACTOR further agrees to:

A. Maintain an adequate staff of qualified personnel.

B. Comply with federal, state and local laws applicable to the work.

C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

D. Cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY.

E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the COUNTY or its authorized agent at any time.

Submit to COUNTY field observations, reports, and other data representative of the work's progress. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review.

G. Certify to the COUNTY that all materials supplied to the Brevard County Board of

County Commissioners is 100% asbestos-free.

SECTION IV - TIME OF COMPLETION

The services to be rendered by the CONTRACTOR for each section of the Work shall commence upon receipt of a written Notice to Proceed from the COUNTY subsequent to the execution of the Agreement, and shall be completed within the time stated in the approved Proposal. Preventative Maintenance Services shall be completed upon request from the COUNTY. Preventative Maintenance Report and invoice for services shall be submitted within ten (10) days of completion of the work.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with the methods outlined in **Attachment "A"** – "Pricing Sheet", and as specified in an approved Proposal:

A. Hourly Rate - the CONTRACTOR shall be compensated per the attached Pricing Sheet (**Attachment "A"**) the negotiated hourly rate for each hour of time engaged directly in the work. The CONTRACTOR will provide a detailed breakdown for hours spent on each individual project.

B. Reimbursable Expenses - The CONTRACTOR shall be compensated for certain work-related expenditures not covered by fees for contracting services, provided such expenditures are previously authorized, in writing, by the COUNTY in an approved Proposal. Miscellaneous expenses such as fax, telephone, copies and tolls will not be included as reimbursable expenses. Upon receipt of satisfactory back up materials, the CONTRACTOR will be compensated for such pre-approved reimbursable expenses on a direct cost basis.

C. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate schedule shall

constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior approval of the COUNTY.

D. In the event CONTRACTOR experiences any delay resulting from circumstances beyond its control, or a change in the scope of work which will result in an increase or decrease in a Proposal's price or time, CONTRACTOR shall provide immediate notice to the COUNTY for consideration of additional compensation or time. Additional compensation shall be limited to direct costs resulting from the delay or change in work as provided in Section V of this Agreement.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work in accordance with Section 218.70, et. seq., Florida Statutes, the "Florida Prompt Payment Act."

A. The CONTRACTOR shall submit two (2) original, signed Applications for Payment to the COUNTY. Invoices may be submitted for Preventative Maintenance services.

B. The amount of each Payment Application submitted shall be the amount due for all services performed to date in connection with authorized Work, as certified by the CONTRACTOR. Each Payment Application shall include any authorized reimbursable expenses and must reference the particular Proposal/Project which authorized the services performed. The Payment Application shall be accompanied by copies of invoices for reimbursable expenses, including materials stored on site.

C. Payment Applications shall include a breakdown for each part of the Work billed for each item and personnel as identified on the Pricing Sheet (**Attachment "A"**).

D. The CONTRACTOR shall be responsible for submitting original Release of Liens to the COUNTY for all Notice to Owners on file with the COUNTY. Original, notarized releases must be received by the COUNTY before payments will be processed.

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine which units or sections of the work the CONTRACTOR shall proceed with first and in what order the work shall occur. SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR to reasonable professional standards and practices and to the reasonable requirements of the COUNTY. The Facilities Building & Operations Manager, or designee, shall decide and dispose of all claims, questions and disputes arising under this Agreement. In the event the CONTRACTOR does not concur with the decision of the Facilities Building Operations Manager, or designee, the CONTRACTOR shall present any such objections in writing to the Central Services Department Director within ten (10) calendar days and request the issues be referred to a review board of three (3) members selected by the County Manager from Department Directors and Assistant County Managers for review and disposition at a hearing to be held within ten (10) calendar days after receipt of the request for review. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONTRACTOR goes through the review process established in this Agreement and provided further that the CONTRACTOR strictly abides by the ten (10) day time deadline set forth in this paragraph.

SECTION IX - OWNERSHIP OF DOCUMENTS

Possession of all reports, tracing, plans, specifications, maps, contract documents and/or other work products developed by the CONTRACTOR pursuant to this Agreement shall remain with the CONTRACTOR. The COUNTY retains the right of use of these documents at their own risk. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the COUNTY for its use. Notwithstanding the above paragraph, the CONTRACTOR understands its obligations and responsibilities under Section II of this Agreement.

SECTION X - NOTICES

Any notices from the CONTRACTOR to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to Brevard County Facilities at the following address:

Brevard County Board of County Commissioners
Facilities
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940

Any notices from the COUNTY to the CONTRACTOR shall be considered delivered when posted by certified mail to the CONTRACTOR at the last address left on file with the COUNTY or delivered in person to said CONTRACTOR.

SECTION XII - AUDIT RIGHTS

In the performance of this Agreement, the CONTRACTOR shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection by the COUNTY or COUNTY'S representative during regular business hours and shall be retained by the CONTRACTOR for a period of three (3) years after completion/termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the COUNTY, under this Agreement shall be subject to copyright by CONTRACTOR in the United States or any other country.

SECTION XIII - SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written approval of the COUNTY. When applicable, the CONTRACTOR shall include/disclose the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be included in any applicable proposal for Work identifying the Work or service to be provided by the subcontracted firm.

SECTION XIV - CONTINGENT FEES

The CONTRACTOR represents that no person or company was employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employee, any fee commission, contribution, donation, gift or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach violation of this provision, the COUNTY shall have the right to terminate this 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 and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION XV - TERMINATION/MODIFICATION OF AGREEMENT

A. The COUNTY or the CONTRACTOR may terminate this Agreement upon thirty (30) days written notice, provided that any outstanding approved Project, upon which a Notice to Proceed has been issued, is completed by the CONTRACTOR.

B. In the event of termination by either party, the COUNTY'S sole obligation to the CONTRACTOR shall be payment for those portions of satisfactorily, completely performed work previously authorized by approved Proposal. Such payment shall be determined on the basis of hours of work performed by the CONTRACTOR and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

C. The terms of this Agreement may be modified upon the mutual agreement of the CONTRACTOR and the COUNTY as confirmed in writing.

D. In the event that the CONTRACTOR changes his name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Agreement

subject to the terms prescribed above.

SECTION XVI - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of one (1) year after its date of execution; however, the Contractor shall complete any work for which a Notice to Proceed has been issued within the one year period and, and shall be compensated pursuant to Attachment "A". The performance of specially and properly authorized projects may extend beyond the Agreement's one-year effective term and shall be compensated in accordance with Section V hereof. In addition, subject to the COUNTY'S sole discretion this Agreement may be extended in one (1) year increments for up to three (3) years beyond the initial one (1) year period of the Agreement only if no change in price is proposed by the CONTRACTOR. Modifications and/or changes to this Agreement, including Attachment "A" Pricing Sheet, will require approval by the Brevard County Board of County Commissioners.

SECTION XVII - DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the COUNTY may declare the CONTRACTOR in default by written notification. In the event partial payment has been made for services not completed, the CONTRACTOR shall return any sums due to the COUNTY as a result of CONTRACTOR'S default within ten (10) days after notice and demand that said sums are due. The CONTRACTOR shall not be compensated for any deficient services which have been performed at the time the COUNTY declares a default. The COUNTY shall pay for only that portion, if any, of the satisfactorily performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONTRACTOR'S canceled Task Order.

Any default by the COUNTY for cause which is later determined to be invalid shall be considered a termination by the COUNTY for convenience and compensated as provided in Section XV.

SECTION XVIII - INDEMNIFICATION AND INSURANCE

The CONTRACTOR shall provide insurance policies with insurers acceptable to the COUNTY. The CONTRACTOR shall provide and maintain at all times during the terms of the Agreement, without cost or expense to the COUNTY, policies of insurance which shall cover the CONTRACTOR for any and all claims, demands, and expenses whatsoever, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONTRACTOR. Said policies shall provide limits in the amount not less than $1,000,000.00 per occurrence to cover any and all claims arising in connection with any particular accident or occurrence. The COUNTY shall be named an additional insured under this policy for Work that is performed pursuant to this Agreement.

The CONTRACTOR shall provide and maintain Workers' Compensation insurance (for statutory limits) for all workers to provide services under the scope of this Agreement.

The CONTRACTOR shall provide the COUNTY with Certificates of Insurance on all policies of insurance within ten (10) days of execution of this Agreement, and any renewals thereof within ten (10) days of renewal. The COUNTY shall be entitled to thirty (30) days written notice of any changes or cancellations of said policies. These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums.

The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless against any and all claims, causes of action or liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent caused by negligent acts, errors or omissions of the CONTRACTOR. The CONTRACTOR agrees to indemnify and pay on behalf of the COUNTY the cost of the COUNTY'S legal defense of all claims described 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 specific consideration has

been paid under this Agreement for this hold harmless provision.

SECTION XIX - QUALITY CONTROL

The CONTRACTOR shall provide a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or the data analysis is found to be accurate and reasonable, the CONTRACTOR shall be compensated for the additional work in accordance with Section V of this Agreement.

The CONTRACTOR acknowledges that the COUNTY will periodically evaluate the CONTRACTOR'S performance and that the evaluation will be used by the COUNTY in determining the CONTRACTOR'S qualifications for future work under this Agreement with the COUNTY and for future contracts with the COUNTY.

SECTION XX - NON EXCLUSIVE AGREEMENT

The parties acknowledge that this Agreement is not an exclusive Agreement and the COUNTY may employ other contractors, engineers, 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 reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY.

SECTION XXI - TRUTH IN NEGOTIATIONS

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONTRACTOR agrees to execute a truth-in-negotiations certificate (Attachment "B") and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXII - INTEREST OF OFFICERS AND OTHERS

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which

services for the facilities are situated or carried out, who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION XXIII - INTEREST OF CONTRACTOR

The CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

SECTION XXIV - ASSIGNMENT AND GOVERNING LAW

Neither the COUNTY nor the CONTRACTOR shall assign his interest in this Agreement without the written consent of the other except as to the assignment of proceeds. This Agreement shall be governed by the Laws of the State of Florida.

Venue: Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

Severability: If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired.

Attorney's Fees: In the event either party must undertake legal action to enforce any provision of this contract, each party shall bear their own attorney's fees and costs, and any trial shall be non-jury.

SECTION XXV - ENTIRETY OF AGREEMENT

This writing, together with the original Request for Proposal, Addenda, approved Proposals and signed Notice to Proceeds that may follow, embody the entire Agreement and

understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto as an addendum to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

Scott Ellis, Clerk

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS:

Mary Bolin Lewis, Chair
As Approved By the Board: 9-17-2013

WITNESS:

By:

TECH SYSTEMS, INC.

By: Thomas Camp, President

STATE OF FLORIDA §
COUNTY OF Brevard §

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Tom Camp who is personally known to me or provided known as identification and who did (did not) take an oath, acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 27 day of May 2014.

(SEAL) Signature

Notary Name (typed or printed)

MARY E. BOWERS
Notary Public State of Florida
My Comm. Expires Jan 10, 2018
Commission # FF 054355

ATTACHMENT "A"

PRICING SHEET
TECH SYSTEMS, INC.

HOURLY RATE FOR LABOR

DESCRIPTION	HOURLY RATE
FOREMAN	$ 24.50
ROOFER	$ 22.50
ROOFER APPRENTICE	$ 8.00
METAL INSTALLER	$ 22.00
METAL INSTALLER APPRENTICE	$ 8.00
LABORER	$ 8.00

PREVENTATIVE MAINTENANCE

ANNUAL PREVENTATIVE MAINTENANCE, PER PM SERVICE, PER FACILITY	$795.00

MATERIALS

All materials furnished by the Contractor if and when requested by Brevard County Facilities Department shall be the Contractor's actual cost plus **2%**.

TECH SYSTEMS INC

July 28, 2016

CONTRACT AGREEMENT

THIS AGREEMENT, submitted between TECH SYSTEMS INC., hereinafter called the Contractor and CITY OF COCOA, hereinafter called the Owner:

WHEREAS, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

The Contractor shall furnish all of the materials and perform all of the work in a workmanlike manner on the following property to with:

Porcher House
Roof Replacement
434 Delannoy Avenue
Cocoa, Florida 32922

Summary of Work

Remove the existing shingle roof down to the wood decking. Refasten decking according to code. Install a synthetic base sheet underlayment. Then mechanically fasten, according to code, a new diamond shaped shingle roof system. This roof system will come with a seven (7) year Tech Systems Inc. warranty against leaks and a limited lifetime shingle manufacturer's warranty.

Roofing Procedures

1. Remove existing roof system down to the decking and discard all debris.
2. Inspect decking to receive new roof system. Any wood replacement or roof decking replacement to be billed on a time and material basis at a rate of $45.00 per hour, plus cost of materials, sales tax, and 25% burden factor on materials.
3. Refasten wood decking according to code.
4. Install a synthetic roofing underlayment.
5. Install new white aluminum drip edge along the perimeter.

Tech Systems Inc.
1801 North Wickham Road, Suite #3
Melbourne, FL32935
Phone: 321.259.2246 | Fax: 321.255.0291
www.techsystemsflorida.com

6. Install new aluminum valley metal. Install new a GAF Sienna shingle roof system according to manufacturer's specifications, mechanically fastened using stainless steel ring shank coil roofing nails.

7. Install new rolled ridge vent and any other roofing components to make a complete water tight roof system. Existing flashings to be re-used.

8. Clean and prep existing flat roof sections. Make any necessary repairs or alternations to accommodate new drip edge installation. Flat roofs to be coated with a white elastomeric roof coating per manufacturers specifications. Existing pitch pans to be resealed/refilled as needed.

Special Conditions

1. Owner to furnish electrical power, water, and ground storage area.

2. Contractor shall be responsible for all damage and theft of tools and materials stored on site.

3. It is understood that Contractor shall not be held responsible for any damage to the interior of the building or its contents unless caused by Contractor's negligence.

4. Owner and Contractor will agree on any changes of specifications before any additional work is done.

5. This contract can be modified only if Owner and Contractor sign a later agreement, which sets forth the changes agreed to. If there is any work modifications the resulting cost or credit to Owner will be included in that agreement.

6. Please be aware that heavy loads on trucks are necessary to deliver and remove material on your job. Concrete and most other driveway and sidewalk materials many times are not able to withstand this weight without cracking. Therefore, neither Tech Systems, Inc., nor our material supplier, will assume responsibility for cracking or breaking of driveways, sidewalks, curbs, etc., which may occur.

7. Contractor will barricade work areas and use a magnet to remove nails daily from the ground, but will not be responsible for any tire damage.

Permits and Fees

1. Contractor to comply with any state or county licensing requirements.

Tech Systems Inc.
1801 North Wickham Road, Suite #3
Melbourne, FL32935
Phone: 321.259.2246 | Fax: 321.255.0291
www.techsystemsflorida.com

2. Owner to be responsible for preparing and filing a Notice of Commencement. Contractor shall provide all necessary permits for the execution of this contract. City of Cocoa to pay for permit fees.

Insurance

1. Provisions shall be made to protect all property from damage and the public against hazard or injury. All property damaged as a result of this work shall be restored or repaired by Contractor at his expense.

2. Contractor shall submit statement of insurance coverage and comply with Owner's requirement and agrees to keep said insurance in force for the duration of this contract.

3. Contractor shall hold Owner harmless for any accidents occurring to his employees.

Warranty

1. For a period of seven (7) years, Contractor warrants that there will be no water penetration. This warranty does not cover damage due to abuse, hurricanes, lightning, severe structural faults, acts of God or situations not attributable to faulty material or workmanship.

2. Remedy - In the event that water penetration occurs Contractor will rectify the problem at no cost to Owner. Contractor is not responsible for contents of the building.

3. Provide to Owner a limited lifetime material manufacturer's warranty.

Contract Price
$48,900.00
Payment Schedule

1. Periodic progress payments to be made for both materials stored on the site and work in progress.

2. The total contract price is effective as of the above date and shall remain so for a period of thirty (30) days, after such time the price is subject to change without notice.

3. IN WITNESS WHEREOF, we have executed this Agreement this _____day of _____, 2016.

TECH SYSTEMS INC. OWNER'S AGENT

_____ _____

_____ _____

Tech Systems Inc.
1801 North Wickham Road, Suite #3
Melbourne, FL32935
Phone: 321.259.2246 | Fax: 321.255.0291
www.techsystemsflorida.com

Legislation Details (With Text)

File #:	16-450	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	9/29/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	
Title:	To approve the Second Amendment to Purchase Agreement with Don Bell, Inc. d/b/a DBI Demolition, Melbourne Florida, Bid-14-14-COC, for multi-year demolition services effective October 1, 2016 through September 30, 2019. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DBI - 2nd Amendment - Signed by Vendor 09-28-2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 29, 2016
Agenda Date: October 11, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
To approve the Second Amendment to Purchase Agreement with Don Bell, Inc. d/b/a DBI Demolition, Melbourne Florida, Bid-14-14-COC, for multi-year demolition services effective October 1, 2016 through September 30, 2019.

BACKGROUND:

In June 2014, staff followed Purchasing Policies and Procedures and submitted a bid specification document for demolition services to the Purchasing Division for a competitive sealed bidding process. The bid consisted of furnishing all materials, equipment, and labor for the dry demolition of buildings on a continuing basis from the start date indicated on the contract through September 30, 2015.

Purchasing prepared all required forms and sent out 350 invitations and notifications to bid (Bid# B-14-14-COC). Sealed bids were opened on July 24, 2014, from 7 responders, the lowest bidder was Don Bell, Inc., DBA DBI Demolition, 2808 S. Harbor City Blvd., Melbourne, Fl. 32901. Bids were reviewed by a staff committee consisting of the Code Enforcement Supervisor, Deputy Community Services Director, and Community Services Director; with the recommendation that Don Bell, Inc. be awarded the bid.

The Agreement is renewable for four (4) twelve (12) month periods, at the same rates, not to exceed five (5) years, at the approval of both parties and contingent on funds. The Agreement was effective

October 1, 2014, through September 30, 2015, by approval of the Cocoa City Council. On September 22, 2015, Council approved the first amendment to the Purchase Agreement to the Continuing Services Agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services effective October 1, 2015 through September 30, 2016.

Don Bell, Inc., DBA DBI Demolition, has agreed to a multi-year Agreement commencing October 1, 2016 and terminating September 30, 2019. The attached Agreement is Amendment #2 for code enforcement initiated and citywide demolition services.

Staff requests City Council approval to renew the second Amendment for another (3) years commencing October 1, 2016 and terminating September 30, 2019.

STRATEGIC PLAN CONNECTION:

Image - The demolition program will aid in the removal of unsafe and unsightly structures.

BUDGETARY IMPACT:

Budgeted? Yes
103-3240-554.83-00 $$49,996

PREVIOUS ACTION:

On September 23, 2014, City Council approved the Continuing Services agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services. On September 22, 2015, City Council approved the first amendment to the Continuing Services agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services.

RECOMMENDED MOTION:

To approve the Second Amendment to Purchase Agreement with Don Bell, Inc. d/b/a DBI Demolition, Melbourne Florida, Bid-14-14-COC, for multi-year demolition services effective October 1, 2016 through September 30, 2019.

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

BID B-14-14-COC
DEMOLITION SERVICES
AMENDMENT #2

This amendment to the purchase agreement for Demolition Services is made and entered into as of September 28, 2016 by and between the **City of Cocoa** and **Don Bell, Inc. d/b/a DBI Demolition, 2808 S. Harbor City Blvd., Melbourne, Florida 32901.**

The original agreement, entered into on October 1, 2014 is hereby amended to renew for the 2nd renewal option available under this agreement for three (3) additional years, fulling the same rates in **Exhibit A**, terms, and conditions as stated in Original Contract Documents commencing on October 1, 2016 and terminating on September 30, 2019.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

DON BELL, INC D/B/A DBI DEMOLITION	**CITY OF COCOA**
By Wid T. Bell	**By: Henry U. Parrish III**
(Name) Printed	(Name) Printed
President	**Mayor**
(Title)	(Title)
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Steven Belden, Community Services Director
Nancy Dresser, Community Services Deputy Director
Tammy Eastburn, Procurement Card Coordinator

DBI – DEMOLITION

Exhibit-A

BID B-14-14-COC

2ND AMENDMENT

SCHEDULE OF UNIT PRICES

~DRY DEMOLITION ONLY ~

LINE	DESCRIPTION	UNIT PRICE
1	WOOD FRAME BUILDING	$1.15 SF
2	CBS BUILDINGS	$1.15 SF
3	MASONRY BUILDINGS	$1.15 SF
4	PATENTED METAL BUILDINGS	$1.05 SF
5	MANUFACTURED HOMES	$1.40 SF
6	SEPTIC TANKS/GREASE TRAPS	$800.00
7	FILL MATERIALS	$12.00 CY
8	SEED (ENTIRE SITE)	$ 0.05 SF
9	MASONRY WALL	$7.00 LF
10	CONCRETE/ASPHALT WALKS & DRIVES	$1.00 LF
11	FENCING	$1.00 LF
12	ERROSION CONTROL BARRIER	$1.00 LF

Legislation Details (With Text)

File #:	16-455	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/30/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	
Title:	Approve a Resolution Adjusting the FY2016 Budget, including General Fund Transfers and the use of Contingency for the Stormwater Fund. The payment of a FY2015 invoice and the approval of the additional unanticipated insurance premiums for the FY2016 budget period to Florida League of Cities, Inc. Florida Municipal Insurance Trust (FMIT) for the General Insurance Program. (Administrative Services Director)				
Sponsors:					
Indexes:	insurance				
Code sections:					
Attachments:	FY16 FMIT Renewal.pdf FY14_15 FMIT Final Audit.pdf 14-15 Final Audit Payment Breakdown.pdf Resolution No. 2016-113.pdf BAF-AS_Insurance~ (Agenda16-455)-FY16.pdf BA Form 2016-113 (2).pdf BAF-AS_Insurance (10-11-16)Agenda 16-455-FY16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 30, 2016
Agenda Date: October 11, 2016
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: John A. Titkanich, Jr., City Manager
Requested Action:
Approve a Resolution Adjusting the FY2016 Budget, including General Fund Transfers and the use of Contingency for the Stormwater Fund. The payment of a FY2015 invoice and the approval of the additional unanticipated insurance premiums for the FY2016 budget period to Florida League of Cities, Inc. Florida Municipal Insurance Trust (FMIT) for the General Insurance Program.

BACKGROUND:

At the regular City Council Meeting on September 8, 2015, City Council approved the renewal of the City's general insurance program with the Florida League of Cities Inc. Florida Municipal Insurance Trust (FMIT). The approved quote for the Fiscal Year 2015-2016 FMIT insurance policy, that covers general liability, automobile, and property, was for a total of $668,336. The renewal is an estimate because the property and automobile coverage can fluctuate throughout the year.

After Council's renewal of the policy, the City purchased several new vehicles, the majority in the Police Department, which caused the actual cost of the City's insurance to exceed the approved amount. A summary of the differences include:

Category	Approved Net Premium	Actual Premium	Premium Difference
General/Professional Liability	$355,380	$355,380	$0
Automobile Liability	$42,660	$49,089	$6,429
Automobile Physical	$44,511	$58,987	$14,476
Property	$225,785	$230,056	$4,271
Total	$668,336	$693,512	$25,176

Furthermore, the City just received notice of an outstanding payment of $37,729 which is due for the FY2015 FMIT policy year. The invoice is for payment to cover the final audit of the FY2014/2015 plan year, which is based on final audited payroll numbers. Unfortunately, when this invoice was received in Human Resources on February 3, 2016, it was misplaced and the payment was inadvertently omitted. Therefore, the funds were not appropriated correctly.

Staff is requesting approval to pay the FY2015 invoice in the amount of $37,729 and the approval of the $25,176 increase in policy costs for the FY2016 plan year. There are sufficient funds in the FY2016 budget to cover the amounts.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted — Yes, but insufficient
If not budgeted, is amendment/transfer attached? — Yes

General Fund Transfers Request $1,338

From: General Ops Insurance 001-1600-513.45-00 $1,338
To: Police Dept. Insurance 001-2100-521.45-00 $984
Fire Dept. Insurance 001-2201-522.45-00 $354

Stormwater Fund Transfer Request from Contingency $305

From: Stormwater Contingency 423-3570-538.39-00 $305
To: Stormwater Insurance 423-3570-538.45-00 $305

PREVIOUS ACTION:

At a regular City Council Meeting on September 13, 2016, Council approved a one year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2016 through September 30, 2017 with an estimated premium of $723,707.

At a regular City Council Meeting on September 8, 2015, Council approved a one year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2016 through September 30, 2017 with an estimated premium of $668,336.

RECOMMENDED MOTION:

Approve a Resolution Adjusting the FY2016 Budget, including General Fund Transfers and the use of Contingency for the Stormwater Fund. The payment of a FY2015 invoice and the approval of the additional unanticipated insurance premiums for the FY2016 budget period to Florida League of Cities, Inc. Florida Municipal Insurance Trust (FMIT) for the General Insurance Program.

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Department of Insurance and Financial Services

FLORIDA MUNICIPAL INSURANCE TRUST

RENEWAL QUOTE FOR 2015-2016

City of Cocoa

FMIT 0105

Coverage	Deductible	Limit	Premium
General/Professional Liability StopLoss Amount:	$25,000 $442,106	$2,000,000	$355,380
Automobile Liability StopLoss Amount:	$25,000 $75,000	$1,000,000	$42,660
Automobile Physical Damage	Per Schedule		$44,511
Property	$25,000	$95,685,290	$225,785

GRAND TOTAL PREMIUM	**$668,336**
RETURN OF PREMIUM	**$38,230**
REDUCED GRAND TOTAL PREMIUM	**$630,106**

The FMIT Board of Trustees has approved a $6,000,000 return of premium for members that had property coverage in the 2013-2014 Fund Year. The directive of the Board was to return property premium on the renewing members for 2015-2016 that participated in the Trust's property program in 2013-2014. Based on the property premiums paid in 2013-2014 the City of Cocoa can expect $38,230 in return premium should they elect to renew coverage for the 2015-2016 policy year.

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

Florida Municipal Insurance Trust (FMIT)
Final Audit for the 14/15 Fund Year

FMIT # **0105** **Invoice Date:** **1/28/2016** **Due Date:** **2/27/2016**

ATTN: Deane Mills
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Please make check payable to:
Florida Municipal Insurance Trust
P.O. Box 1757
Tallahassee, FL 32302-1757

Audit Policy Summary

	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	$539,260.00	$50,419.00	$51,448.00	$237,754.00	$0.00	$878,881.00
Incentive Credit	($148,451.00)	($10,233.00)	($5,896.00)	$0.00	$0.00	($164,580.00)
Total Net Premium	**$390,809.00**	**$40,186.00**	**$45,552.00**	**$237,754.00**	**$0.00**	**$714,301.00**

Payment History

Payment Received On 10/2/2014	($167,769.75)
Payment Received On 12/29/2014	($169,031.00)
Payment Received On 12/29/2014	($0.08)
Payment Received On 3/27/2015	($169,193.42)
Payment Received On 4/7/2015	($102.66)
Payment Received On 6/22/2015	($170,475.09)
Total Balance Forward	**($676,572.00)**

Final Audit Installment Due or Refund

Balance Due by 2/27/2016	**$37,729.00**

RECEIVED
FEB 03 2016
HUMAN RESOURCES

PINK COPY - Please return with your payment

WHITE COPY - For your records

FLORIDA MUNICIPAL INSURANCE TRUST
Final Audit Summary for Fund Year 2014-2015

Period: 10/1/2014 to 10/1/2015

City of Cocoa

FMIT 0105

COVERAGE TYPE		PREMIUM
General / Professional Liability	-	$ 390,809

For coverage and limit of liability, refer to the 2014-2015 FMIT declaration pages and schedules.

Automobile	-	$ 85,738

Audited vehicle schedule is attached

For coverage and limit of liability, refer to the 2014-2015 FMIT declaration pages and schedules.

Property and Allied Coverage	-	$ 237,754

For coverage and limit of liability, refer to the 2014-2015 FMIT declaration pages and schedules.

Workers' Compensation	No Coverage	$ -

Audited payroll schedule is attached

For coverage and limit of liability, refer to the 2014-2015 FMIT declaration pages and schedules.

Endorsement changes to your policy are available on the FMIT website: http://insurance.flcities.com

14-15 FMIT Final Audit
Account # Payment Breakdown

Account #	Invoice $
001-1600-513.45-00	$ 13,801.60
001-2100-521.45-00	$ 8,652.63
001-2201-522.45-00	$ 507.24
001-3560-519.45-00	$ 726.40
421-1515-536.45-00	$ 56.36
421-4010-536.45-00	$ 13,438.40
421-4020-536.45-00	$ 140.90
421-4125-536.45-00	$ 42.27
423-3570-538.45-00	$ 363.20
	$37,729.00

RESOLUTION NO. 2016-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 11th day of October, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4718566&GUID=C389ACF6-16DC-41EF-895E-7780D6895A1E* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 10/03/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 305)	423-3570-538.39-00		Contingency	$ 99,500	$ 86,500	$ 86,195	$ 86,146
$ 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
($ 305)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 305	423-3570-538.45-00		INSURANCE	$ 7,191	$ 7,191	$ 7,496	$ 364
$ 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
$ 305	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

FY2015 INSURANCE PREMIUMS, FLORIDA LEAGUE OF CITIES. AGENDA 16-455.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* (○) *DATE APPROVED:* 10/11/16 *RESOLUTION #:* 2016-113

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

10/3/16	Lora Howell Digitally signed by Lora Howell Date: 2016.10.03 10:16:45 -04'00'	10/3/16	Lea Taylor Digitally signed by Lea Taylor Date: 2016.10.03 11:57:50 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/3/16	Everett J. Wegerif	10/3/16	Lora Howell Digitally signed by Lora Howell Date: 2016.10.03 12:01:09 -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 11/18/15 - IT

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1801 | DATE PREPARED: 10/03/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,338)	001-1600-513.45-00		INSURANCE	$ 157,031	$ 157,031	$ 155,693	$ 15,375
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 1,338)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 984	001-2100-521.45-00		INSURANCE	$ 122,858	$ 112,858	$ 113,842	$ 8,653
$ 354	001-2201-522.45-00		INSURANCE	$ 3,658	$ 6,752	$ 7,106	$ 508
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,338	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

FY2015 INSURANCE PREMIUMS, FLORIDA LEAGUE OF CITIES. AGENDA 16-455.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/11/16 *RESOLUTION #:* 2016-113

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

10/3/16 Lora Howell Digitally signed by Lora Howell Date: 2016.10.03 11:25:07 -04'00'	10/3/16 Lea Taylor Digitally signed by Lea Taylor Date: 2016.10.03 11:51:43 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/3/16 Tammy Gemmati Digitally signed by Tammy Gemmati DN: cn=Tammy Gemmati, o, ou=Administrative Services Director, email=tgemmati@cocoafl.org, c=US Date: 2016.10.03 11:28:20 -04'00'	10/3/16 Lora Howell Digitally signed by Lora Howell Date: 2016.10.03 11:57:13 -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 #:	16-449	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	9/29/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	
Title:	Ordinance No. 17-2016/2nd Reading: Amending Section 2-4 of the City Code regarding purchasing and contracts procedures modifying the formal bid threshold from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000), and ratifying all prior City purchases that required a formal sealed bid pursuant to Section 2-4 of the City Code. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Section 2-4 ORDINANCE.pdf Legal Ad 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 29, 2016
Agenda Date: October 11, 2016
Prepared By: Sonja Hamilton-Suarez, Purchasing Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve the second reading of Ordinance 17-2016 amending Section 2-4 of the city Code regarding purchasing and contracts procedures modifying the formal bid threshold from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000), and ratifying all prior City purchases that required a formal sealed bid pursuant to Section 2-4 of the City Code.

BACKGROUND:

The City maintains a local bidding policy that requires formal bids for purchases of goods and services over a certain dollar amount threshold. Purchases below that bidding threshold are still subject to the City obtaining competitive quotes. This policy is set forth in both the City's Financial Operations Manual (FOM) and Section 2-4 of the City Code.

Section 2-4 of the City Code, which was last amended in 2010, provides that the formal bidding threshold is equal to "twenty-five thousand dollars ($25,000) or more". In April of 2015, the City amended the FOM, Section 12.1.c, to increase the minimum formal threshold amount for requiring sealed bids from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000). The FOM amendment was based on the same bidding threshold for Category Two purchases that govern State agencies and other purchases of goods and services subject to Section 287.017, Florida Statutes. Due to an oversight, Section 2-4 has not yet been updated to correspond with the previous

change in the FOM.

STRATEGIC PLAN CONNECTION:

This is an operational function.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

On October 12, 2010, City Council approved Ordinance No. 16-2010 amending Section 2-4 of the Code of Ordinances, “Purchasing and Contract Procedures”.

On April 14, 2015, City Council approved Resolution No. 2015-21 amending the FOM.

On September 27, 2016, City Council approved the first reading of Ordinance 17-2016, amending Section 2-4 of the City Code regarding purchasing and contract procedures, modifying the formal bid threshold from twenty-five thousand ($25,000) to thirty-five thousand dollars ($35,000).

RECOMMENDED MOTION:

Approve the second reading of Ordinance 17-2016 amending Section 2-4 of the city Code regarding purchasing and contracts procedures modifying the formal bid threshold from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000), and ratifying all prior City purchases that required a formal sealed bid pursuant to Section 2-4 of the City Code.

ORDINANCE NO. ____-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-4 OF THE CITY CODE REGARDING PURCHASING AND CONTRACT PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, RATIFICATION, 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 previously amended the City's Financial Operations Manual to increase the minimum threshold amount for requiring formal sealed bids regarding City purchases from $25,000 to $35,000; and

WHEREAS, the City Council desires to update section 2-4 of the City Code to also provide that the minimum threshold amount for requiring formal sealed bids regarding City purchases shall be $35,000; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Section 2-4(a) of the City Code, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

Sec. 2-4. - Purchasing and contract procedures.

(a) The city manager shall be responsible for city purchasing. Competitive prices for all purchases and public improvement shall be obtained and the purchase made from, or the contract awarded to, the lowest and best bidder. The city manager shall have the authority to contract for and authorize payment for purchases in amounts not exceeding fifty thousand dollars ($50,000.00). All purchases in excess of fifty thousand dollars ($50,000.00) must be approved by the city council. Formal sealed bids shall be obtained in all transactions involving the expenditures of ~~twenty~~ thirty-five thousand dollars ($~~2~~35,000.00), or more. Formal sealed bids over fifty thousand dollars ($50,000.00) will

be submitted to and approved by the council; provided, that in cases where the council indicates by formal resolution upon the written recommendation of the city manager that it is clearly to the advantage of the city to contract without competitive bidding, it may so authorize. Detailed purchasing and contract procedure may be established by ordinance or resolution. The council may also authorize the making of public improvements or the performing of any other civil work by any city department or agency without competitive bidding.

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 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. Ratification. All prior City purchases that required a formal seal bid pursuant to Section 2-4 of the City Code because such purchases were $25,000, but less than the new minimum threshold of $35,000, are hereby ratified and deemed by the City Council to be in compliance with the provisions of Section 2-4 of the City Code.

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

[Adoption Page Follows]

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2016.

_____
HENRY U. PARRISH, Mayor

ATTEST:

_____
CARIE SHEALY, CMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0001622124
Pymt Method Invoice
Net Amt: $193.66

Run Times: 1

No. of Affidavits: 1

Run Dates: 10/01/16

Text of Ad:

Ad# 1592463 9/27/16

CITY OF COCOA
NOTICE OF PUBLIC HEARING

October 11, 2016

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, October 11, 2016, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider the adoption of the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 17-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-4 OF THE CITY CODE REGARDING PURCHASING AND CONTRACT PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, RATIFICATION, AND AN EFFECTIVE DATE .

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

Pursuant to Section 286.0105, *Florida Statutes*, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to insure 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 not otherwise allowed by law.

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

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 (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 28th
day of September, 2016.
Carie Shealy, CMC, City Clerk

Legislation Details (With Text)

File #:	16-444	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	9/27/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	
Title:	Consider a Code Enforcement Lien reduction for the property located at 1253 Amherst Court, CE 15-225, owner, Jose Said. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2016
Agenda Date: October 11, 2016
Prepared By: Chris Counsellor, Code Enforcement Supervisor
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
The owner, Jose Said, is requesting the code enforcement lien be forgiven for the property located at 1253 Amherst Ct.

BACKGROUND:

The Code Enforcement Board held a public hearing on March 19, 2015, at which time the Board found the owners, Ted and Mary Hays, in violation of the following:

Section 6-900(b)(1) Maintenance of a Structure
Section 6-900(b)(4) Accumulation of Junk/Trash
Section 6-1001(g) Accessory Structures-Fence & Shed
Section 6-1001(o) Doors
Section 6-1003(b) Protective Treatment
Section 6-1003(d) Decorative Features
Section 6-1003(j) Porch not Structurally Sound
Section 6-1004(b) Maint. Of Interior Surfaces (walls,doors,etc.)
Section 6-1303(b)(c) Electrical Facilities (outlets,etc.)
Section 6-1304 Electrical (Exterior)
Section 6-1403(a-c) Fire Protection System
Section 6-2003 Rental/Business Tax Receipt

The Code Enforcement Board provided the owner sufficient time to correct said violations.

Therefore, consistent with the Code Enforcement Board's Order, a lien was recorded against the property effective April 19, 2015. The lien ran at $250 per day from April 19, 2015, until compliance was achieved on September 6, 2016. The lien is $126,500 and the current owner, Jose Said, is requesting the lien be forgiven.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred: No, the current owner acquired title to the property on March 25, 2016.
- Number of (if any) previous code enforcement cases on the property: 9
- Previous or current code enforcement cases on other property owned by the same owner: None.
- The number of violations related to the subject lien: 12
- The length of time the code enforcement lien ran before the violation(s) was brought into compliance: The lien ran for a total of 506 days ($126,500); 165 days under the current owner ($41,250).
- The current market value of the subject property: $32,500 according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to $2,000.

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one (1) year period of time.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on September 15, 2016, recommended that the lien be reduced to $2,000.

RECOMMENDED MOTION:

Follow the recommendation of the Code Enforcement Board to reduce the lien to $2,000.

"Rachel - 433-8508

Application # CE - 15 - 225

LIEN REDUCTION/FORGIVENESS APPLICATION

Community Services Department
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web:http://www.cocoafl.org

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** _____

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Jose SAID

Mailing Address: 3138 ZAHARIAS DR

City: ORLANDO State: FL Zip Code: 32837

Phone #: 407 334 0137 Fax #: _____

Mobile #: _____ E-mail: JoseSAIDCAFFRONI@HOTMAIL.CO

3. **Property Owner Information:** ** Check here if same as Applicant →* ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 1253 Amherst CT Cocoa Fl 32922

Parcel ID:

2	4	-	3	6	-	3	0	-	0	1	-	0	0	0	0	0	6	.	0	-	0	0	0	2	.	0	0

Tax Account Number:

2	4	2	3	2	1	3

Existing Use(s) on Property: Residence/

Proposed Use(s) on Property: Rent.

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? _____

Nature of Violation(s): See attached

Date Fine or Lien Imposed: April 19, 2017 Amount of Fine: $250.00 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 9/6/2016

5. **Please provide the following information:**

Code enforcement case number: V-0000032V

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / (No) / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction or forgiveness of the lien should be granted:
It was not my PROPERTY where the Complay occur Case because I Get The PROPERTY Only From TAX DEC - on 24th March 2016.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
Some Body al owne The Property

Amount you are requesting that the lien be reduced to: Ø

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NOT

6. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action**. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF BREVARD. I, Jose SAID
being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Rachel M Unruh-Wooten
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

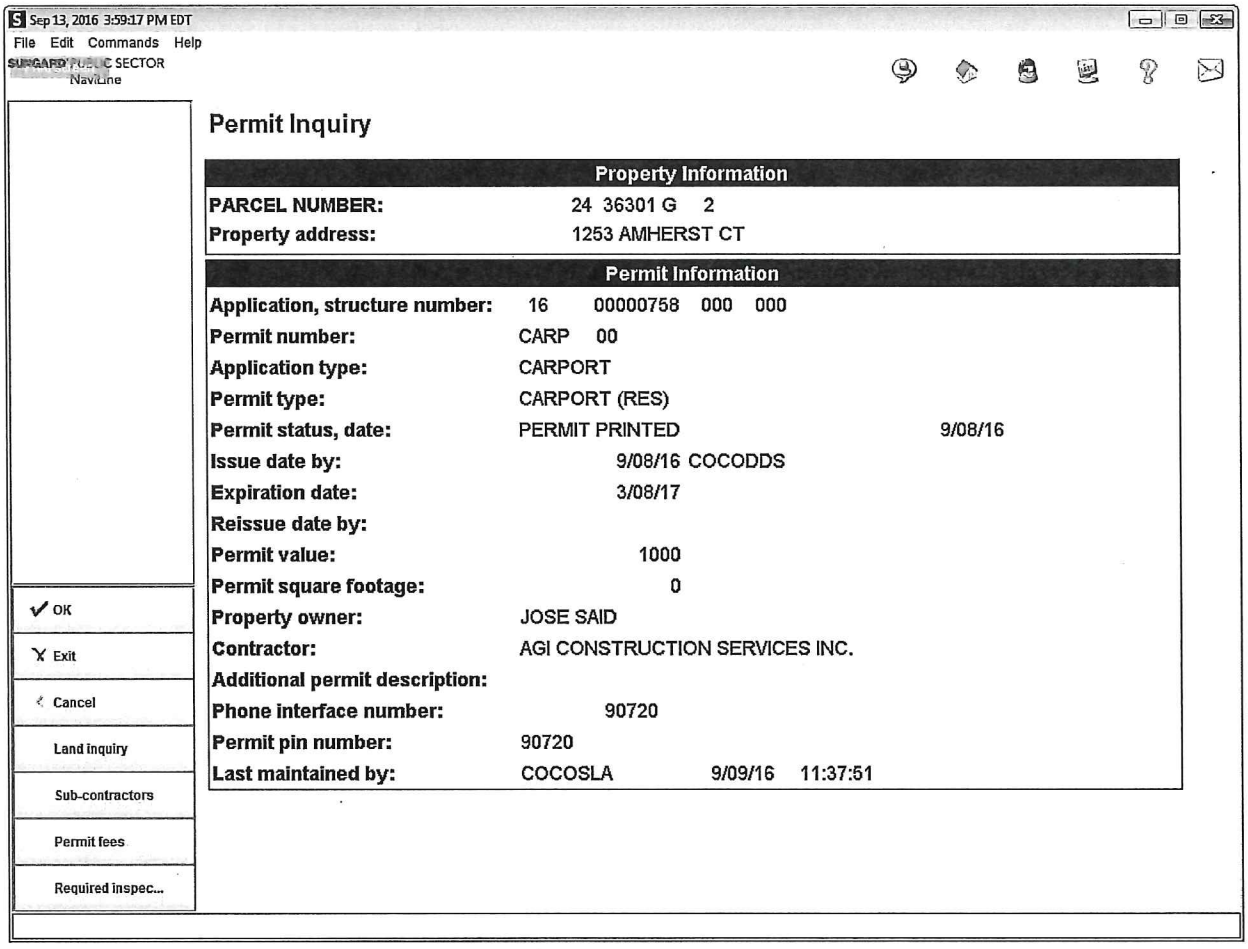
Type of I.D. Produced Driver License

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 6th day of September, 20 16

NOTARY PUBLIC STATE OF FLORIDA
RACHEL M. UNRUH-WOOTEN
MY COMMISSION # GG 002439
EXPIRES: June 14, 2020
Bonded Thru Budget Notary Services


Sep 13, 2016 3:59:17 PM EDT
File Edit Commands Help
SUNGARD PUBLIC SECTOR
NaviLine
Permit Inquiry
Property Information
PARCEL NUMBER: 24 36301 G 2
Property address: 1253 AMHERST CT
Permit Information
Application, structure number: 16 00000758 000 000
Permit number: CARP 00
Application type: CARPORT
Permit type: CARPORT (RES)
Permit status, date: PERMIT PRINTED 9/08/16
Issue date by: 9/08/16 COCODDS
Expiration date: 3/08/17
Reissue date by:
Permit value: 1000
Permit square footage: 0
Property owner: JOSE SAID
Contractor: AGI CONSTRUCTION SERVICES INC.
Additional permit description:
Phone interface number: 90720
Permit pin number: 90720
Last maintained by: COCOSLA 9/09/16 11:37:51
OK
Exit
Cancel
Land inquiry
Sub-contractors
Permit fees
Required inspec...


05/20/2015 09:17


03/18/2015


FOR
RENT
09/06/2016 14:03


09/06/2016 14:04

Legislation Details (With Text)

File #:	16-453	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	9/29/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	
Title:	Determine Council attendance at the upcoming Advanced Institute for Elected Municipal Officials hosted by Florida League of Cities, October 28-29, 2016 in Cocoa Beach. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Advanced IEMO information.pdf Schedule.pdf Registrationform.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 29, 2016
Agenda Date: October 11, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Determine Council attendance at the upcoming Advanced Institute for Elected Municipal Officials hosted by Florida League of Cities, October 28-29, 2016 in Cocoa Beach.

BACKGROUND:

Florida League of Cities provides various training events and conferences for elected officials throughout the year. The Advanced Institute for Elected Municipal Officials is being offered in Cocoa Beach, October 28-29, 2016, at the Hilton Cocoa Beach Oceanfront.

The Advanced IEMO is for participants and graduates of the Institute for Elected Municipal Officials, or for those elected city officials who have completed one or more terms in office. The program is an intensive two day program, held on Friday and Saturday, with four classes and two workshop-style lunches.

In the FY2017 adopted budget, two registrations were budgeted. With the institute being local, travel and per diem would not be paid. The registration fee of $245 is all that would be required. This fee covers instructional costs, materials, refreshment breaks, and two working lunches.

The deadline for registration is Friday, October 14, 2016.

Deputy Mayor Boisvert has expressed an interest to attend. Councilwoman Warner has completed this institute. Mayor Parrish and Councilwoman Blanco do not qualify to attend this institute, and Councilman Blake does not wish to attend at this time.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Choose an item.

Amount Requested	$ 245.00
Account Number	_001-1000-511.55-00
Account Name	Training

PREVIOUS ACTION:

City Council travel is approved when events are brought forth to Council.

RECOMMENDED MOTION:

Determine Council attendance at the upcoming Advanced Institute for Elected Municipal Officials hosted by Florida League of Cities, October 28-29, 2016 in Cocoa Beach.

powered by Legistar™

Advanced Institute for Elected Municipal Officials

The Florida League of Cities is proud to bring you the Advanced IEMO. Begun in 1993, this program is a continuation of the very successful Institute for Elected Municipal Officials (IEMO). Hundreds of mayors, council members and commissioners have participated in this highly rated course.

The Advanced IEMO is reserved for participants and graduates of the IEMO, or those elected city officials who have completed one or more terms in office. Participants will be asked through the registration process which criteria they meet. This intensive two-day program, held on a Friday and Saturday, features four classes and two workshop-style lunches.



Instructors have been selected for their ability to convey important information in a participatory style. Class size is limited, so please register early. Contact Heidi Hogarth for more information.

Dates and Sites

- October 28-29, 2016 -- Hilton Cocoa Beach Oceanfront

  Schedule Registration Form Online Registration

Curriculum

The curriculum is divided into four instructional modules, taught in the following schedule:

Day One

Part II of Effective Council Techniques: Decision-Making Models and Media Relations: 3-hour class includes: group decision-making models and best practices for consensus-building; second half of class is role-playing with different media situations and discussions related to TV, radio and one-on-one interviews as elected officials; closes with best practices for message delivery.

Growth Management in Florida: 4-hour class includes: history of land-use planning and Florida's growth management laws over past 100 years; current law and review process by state; concurrency requirements; 20-year comprehensive land-use plans and their adoption and amendment cycles; discussion of planning issues for cities.

Lunch activity: One hour discussion on advocacy and lobbying with FLC officers and board members.

Day Two

Advanced Revenue and Finances for Cities: 3.5 hour class includes: trends and issues with the municipal property tax; overall discussion of municipal taxation limits; use of tax-increment financing, assessments and other fees; creative funding uses for large projects and infrastructure and

best practices for financing the same; discussion of revenue structures overall and what is trending in Florida; resources to learn more about FL fiscal capacity and state financing issues.

Building Your City's Team: Personnel and Labor Issues: 3-hour course includes: city hiring practices and tips; labor roles within a city if unions exist, and what specifically the council may/may not do; labor relations within Florida and what U.S. laws apply; review of best practices in labor negotiations; class closes with an open-question forum related to city staff, best practices in elected-staff relationships.

Lunch activity: One-hour continuation of advocacy program with FLC lobbying staff.

Certificate for Completion
A certificate of attendance will be presented within a few weeks of successful completion of the program of study.

Registration and Fees
A registration fee of $245 covers instructional costs, materials, refreshment breaks and two working lunches. Be sure to note the advance registration deadline, as space will be limited. See registration form for details.

For cancellations, written notice must be received no later than the advance registration deadline to receive a refund.

2016 ADVANCED INSTITUTE FOR ELECTED MUNICIPAL OFFICIALS
October 28-29, 2016
Hilton Cocoa Beach Oceanfront

Friday – October 28, 2016

8:00 a.m. - 8:30 a.m.	**Registration/Continental Breakfast**
8:30 a.m. - 9:00 a.m.	**Introductions and Overview** Scott C. Paine, PhD Director, Leadership Development & Education FLC University, Florida League of Cities
9:00 a.m. - 12:00 p.m.	**Part II of Effective Council Techniques: Decision-Making Models and Media Relations** Speaker: Marilyn Crotty Director, Florida Institute of Government University of Central Florida
10:00 a.m.- 10:15 a.m.	**Refreshment Break**
12:00 p.m. - 1:30 p.m.	**Working Lunch** Speaker: Lynn Tipton Director, FLC University Florida League of Cities
1:30 p.m. – 4:30 p.m.	**Advanced Revenue and Finances for Cities** Speaker: Kimball R. (Kim) Adams, CPA Finance Director, City of Largo
3:00 p.m.-3:15 p.m.	**Refreshment Break**
4:30 p.m.	**Class Adjourns**

Saturday – October 29, 2016

7:30 a.m. - 8:00 a.m.	**Continental Breakfast**
8:00 a.m. – 12:00 p.m.	**Growth Management in Florida** Speakers: Virginia Cassady Attorney, Shepard, Smith & Cassady, P.A. Merle Bishop Growth Management Department Director, City of Winter Haven
9:30 a.m.- 9:45 a.m.	**Refreshment Break**
12:00 p.m.- 1:30 p.m.	**Working Lunch**
1:30 p.m. - 4:30 p.m.	**Building Your City's Team: Personnel and Labor Issues:** Speaker: Robert E. Lee Assistant Professor, Florida Gulf Coast University
2:30 p.m.- 2:45 p.m.	**Refreshment Break**
4:30 p.m.	**Class Adjourns**

2016 Advanced Institute for Elected Municipal Officials Registration Form

October 28-29, 2016 | Hilton Cocoa Beach Oceanfront

Please print the information below. Please fill out one form for each attendee.

Name: _____ Nickname: _____
(Please print as it should appear on your certificate.) (For name badge)

Dietary Restrictions: □ no □ yes If "yes", specify dietary requirements: _____

Title: _____ Municipality: _____

Municipal Address: _____ Zip Code: _____

Phone: _____ FAX _____

E-Mail: _____ Municipal Clerk: _____

Registration Fee: **$245.00** (includes lunch on Friday & Saturday)
Registration Deadline: **Friday, October 14, 2016** (Space is limited to the first 35 students.)
To register via **check**, please mail with completed registration form to:
Florida League of Cities
P.O. Box 1757
Tallahassee, FL 32302
To register via **Visa or MasterCard,** go online to www.flcities.com, or complete the info below and fax to (850) 222-3806, Attn: Heidi Hogarth

Card Number: _____ Exp. Date _____

Cardholder's Name: _____ Cardholder's Phone: _____

Billing Address: _____
(If different from above)

Cancellations: Cancellations must be received and confirmed in writing by **Friday, October 14, 2016** in order to be eligible for a refund. No shows are not considered cancellations and a refund will not be issued. Substitutions are accepted and encouraged. We reserve the right to cancel the Advanced IEMO training. If the training is cancelled, registration fees will be refunded in full.

Confirmations will be e-mailed once paid registration is received. Please contact Heidi Hogarth at (850) 222-9684 with any further registration questions.

HOTEL INFORMATION
Hilton Cocoa Beach Oceanfront
1550 North Atlantic Avenue
Cocoa Beach, FL 32931

Reservation Methods: Telephone booking steps: 1-866-580-7402; Provide group code FLCOCT. On-line Booking steps**:** http://www.hilton.com/en/hi/groups/personalized/C/CCBCHHF-FLCOCT-20161027/index.jhtml?WT.mc_id=POG ; Room rate: **$109/night**. A credit card is required to guarantee reservations, and cancellations must be made 24 hours prior to arrival to avoid a fee of one night's charge. IEMO training begins Friday at 8:30 a.m. and ends Saturday at 4:00 p.m.

HOTEL CUT-OFF DATE: **Thursday, October 6, 2016**; please make your reservation **ASAP**.

Legislation Details (With Text)

File #:	16-441	**Version:**	1	**Name:**	Amend Budget for Fleet Building Expansion
Type:	Resolution			**Status:**	City Business
File created:	9/26/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	
Title:	Approve a Resolution amending the FY2017 Fiscal Year Budget to cover the continuation of work for the Fleet Building Expansion Project (CP11FS) that was under budgeted in FY2017; approve a Resolution to authorize the City Manager to approve change orders not to exceed $10,000. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Resolution No. 2016-109.pdf Resolution No. 2016-110.pdf BAF-PW-FLTEXP (10-11-16) Agenda 16-441.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 26, 2016
Agenda Date: October 11, 2016
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Approve a resolution amending the FY2017 Fiscal Year Budget to cover the continuation of work for the Fleet Building Expansion Project (CP11FS) that was under budgeted in FY2017; approve a resolution to authorize the City Manager to approve change orders not to exceed $10,000.

BACKGROUND:

The Public Works Department had the Fleet Building Expansion Project (CP11FS) budgeted in FY2016. Due to delays in construction, the project did not move forward as planned in FY 2016. Therefore, the project is extending into FY 2017 and the unexpended FY 2016 funds need to be moved into FY 2017 in order for the project to be completed. This project was insufficiently budgeted in FY 2017 under Account 001-3580-519-62-00 since Staff anticipated the project to be further along, and per the current Financial Operations Manual (FOM), Section 14.2E, Council approval is required to request funds for the project.

Staff is requesting Council approval to amend the FY 2017 budget and transfer funds from Fund Balance Appropriation Reserves (001-0000-389-99-50) to fully fund the account listed above in order to continue and complete the work on this Fleet Expansion Project. The current FY 2017 budget is $28,000 and Staff is requesting an increase of $231,936 to cover the construction and architectural

services as well as $10,000 for contingency. This will bring the total FY 2017 budget for the project to $259,936.

Purchase Orders - FY17

- Architects RZK - $17,980
- Parkit Construction - $192,887 + $10,000 (Contingency)
- Universal Steel - $39,069

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$231,936
Account Number	001-3580-519-62-00
Account Name	Capital Projects Mgmt - Buildings
Project Number	CP11FS

Source of Funds: Fund Balance Reserves
001-0000-389-99-50

PREVIOUS ACTION:

16-114: Awarded Bid# B-16-03-COC to Parkit Construction of West Melbourne.

RECOMMENDED MOTION:

Approve a resolution amending the FY2017 Fiscal Year Budget to cover the continuation of work for the Fleet Building Expansion Project (CP11FS) that was under budgeted in FY2017; approve a resolution to authorize the City Manager to approve change orders not to exceed $10,000.

RESOLUTION NO. 2016-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONTRACT RELATED TO THE COMPLETION OF THE FLEET EXPANSION PROJECT (CP11FS), IN AN AMOUNT NOT TO EXCEED THE $202,887, WHICH INCLUDES A $10,000 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract related to the completion of the roof reconstruction 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, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract related to the Fleet Expansion Project (CP11FS) provided the total amount of approved change orders do not cause the construction budget to exceed the total $202,887 budgeted by the City Council for the project inclusive of the $10,000 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 11th day of October, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

RESOLUTION NO. 2016-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 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 11th day of October, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3580 | DATE PREPARED: 09/28/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 231,936	001-0000-389.99-50		Fund Balance Appropriation Reserves	$ 4,721,479	$ 4,721,479	$ 4,953,415	$ 231,936
$ 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
$ 231,936	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 231,936	001-3580-519.62-00	CP11FS	Capital Project Admin Buildings	$ 28,000	$ 28,000	$ 259,936	$ 259,936
$ 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
$ 231,936	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Project inadequately budgeted for FY17 due to delays in construction and the funds need to be added to the budget so the project can be completed as planned. Currently scheduled for the October 11 Council meeting for approval. Agenda 16-441

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/11/16 *RESOLUTION #:* 2016-110

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

9/28/16	Charlene Neuterman (Digitally signed by Charlene Neuterman Date: 2016.09.28 08:07:17 -04'00')	9/30/16	Lea Taylor (Digitally signed by Lea Taylor Date: 2016.09.30 09:17:52 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/28/16	Everett J. Wegerif	9/30/16	Lora Howell (Digitally signed by Lora Howell Date: 2016.09.30 09:43:14 -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 #:	16-443	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	9/27/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	

Title: To Award Maxwell Contracting, Inc. of Cocoa, Florida, the East Peachtree Street Water Main Improvements, Project No. WS1505, in the Amount of $1,051,929; To Authorize the City Manager to execute contract documents; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $105,193 (10% of the contract amount); To Approve the Water Meter and Backflow Preventer Replacement Costs in the Amount of $3,100; To Approve Continuation of Task Order 2016-26 with Wade Trim, Inc. in the Amount of $64,096 for Services During Construction (SDC) for Total Project Cost of $1,224,318; To Approve a Resolution Amending the FY2017 Budget. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments: Maxwell Contracting Quote - E. Peachtree St
Resolution No. 2016-111 Proj Contingency - E. Peachtree St
Resolution No. 2016-112 - E. Peachtree St - FY 2017
BAF-UT-Peachtree St. Project (10-11-16) Agenda 16-443.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2016
Agenda Date: October 11, 2016
Prepared By: Alexandra Cook, E.I., Utilities Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Maxwell Contracting, Inc. of Cocoa, Florida, the East Peachtree Street Water Main Improvements, Project No. WS1505, in the Amount of $1,051,929; To Authorize the City Manager to execute contract documents; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $105,193 (10% of the contract amount); To Approve the Water Meter and Backflow Preventer Replacement Costs in the Amount of $3,100; To Approve Continuation of Task Order 2016-26 with Wade Trim, Inc. in the Amount of $64,096 for Services During Construction (SDC) for Total Project Cost of $1,224,318; To Approve a Resolution Amending the FY2017 Budget

BACKGROUND:

The East Peachtree Street Water Main Improvements Project is to begin along Peachtree Street at a point just east of U.S. 1 and end at Indian River Drive. This project is comprised of the replacement of approximately 1,100 Linear Feet (LF) of 6” Cast Iron Pipe (CIP) and all associated fittings, valves,

and fire hydrants with new 6" Ductile Iron Pipe (DIP), along with the replacement of approximately 560 LF of 8" Asbestos Cement Pipe (ACP) and all associated fittings, valves, and fire hydrants with new 6" ductile iron pipe (DIP).

On September 2, 2016, City staff requested quotes for the East Peachtree Street Water Main Improvements, Project No. WS1505 from the City's four pre-qualified Utility General Construction Contractors: Atlantic Development of Cocoa, GUNNstruction, Inc., Jobear Contracting, Inc., and Maxwell Contracting, Inc.

Maxwell Contracting, Inc. provided the lowest and best quote in the amount of $1,051,929. Wade Trim and staff reviewed all quotes and recommend awarding the work to Maxwell Contracting, Inc.

City staff is also requesting that City Council approve an additional $105,193 as a contingency for the project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate changes orders, with a project of this size there is a possibility of unknown obstacles in the field that would require changes to the project. If a change order is needed, the additional amount will allow the project to continue to move forward.

The additional $105,193 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

City staff requests that City Council approve a sum of $3,100 for replacement of water meters and backflow preventers to properties affected during the construction on Peachtree Street.

Project WS1505 was originally budgeted in FY2016 for $788,400, from which we issued P.O. 68510 to Wade Trim in the amount of $64,096. Because construction did not start in FY16, the entire $64,096 will be reissued in FY17.

Contractor bid	$1,051,929
Construction Contingency (10%)	$ 105,193
Wade Trim Services	$ 64,096
Water Meter and Backflow Replacement	$ 3,100
Total Construction Cost	**$1,224,318**

Funds in the amount of $853,641 will be transferred from reserves to cover the total cost of the project.

Staff recommends approval to award this project to Maxwell Contracting, Inc. and to authorize the City Manager to execute contract documents.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$1,224,318
Account Number	421-4055-536.63-00, WS1505
Account Name	Infrastructure
Source of Funds:	Operating Revenue/ 421-0000-389.99-50 Reserves

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Award Maxwell Contracting, Inc. of Cocoa, Florida, the East Peachtree Street Water Main Improvements, Project No. WS1505, in the Amount of $1,051,929; To Authorize the City Manager to execute contract documents; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $105,193 (10% of the contract amount); To Approve the Water Meter and Backflow Preventer Replacement Costs in the Amount of $3,100; To Approve Continuation of Task Order 2016-26 with Wade Trim, Inc. in the Amount of $64,096 for Services During Construction (SDC) for Total Project Cost of $1,224,318; To Approve a Resolution Amending the FY2017 Budget.

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QUOTE FORM

East Peachtree Street Water Main Improvements
REVISED PER ADDENDUM #1

City of Cocoa

Proposal of Maxwell Contracting, Inc.
(Name)
P.O. Box 820, Cocoa, Florida 32923-0829
(Address)

to furnish all materials, service, equipment, and labor required, for East Peachtree Street Water Main Improvements Project as specified in the Contract Documents.

The Contractor will be required to commence work under this contract within thirty (30) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete all work within one hundred eighty (180) days of Notice to Proceed or Purchase Order. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred ($500.00) per calendar day.

The undersigned has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

TOTAL BASE BID	$ 1,051,929.00

Bryan L. Maxwell, President

ONE MILLION FIFTY ONE THOUSAND NINE HUNDRED TWENTY NINE AND NO/100 Dollars
(Grand Total Written in words)

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1.0	**GENERAL**				
1.1	MOBILIZATION	1	LS	237,567.00	237,567.00
1.2	MAINTENANCE OF TRAFFIC	1	LS	145,500.00	145,500.00
1.3	SURVEYING FOR CONSTRUCTION	1	LS	5,979.00	5,979.00
1.4	AUDIO-VIDEO ROUTE SURVEY (PRE- AND POST-CONSTRUCTION)	1	LS	10,000.00	10,000.00
1.5	EROSION CONTROL	1	LS	45,000.00	45,000.00
1.6	DEWATERING	1	LS	10,000.00	10,000.00
1.7	N/A	-	-		
1.8	TESTING - WATER MAIN (INC. PIGGING/FLUSHING)	1	LS	20,000.00	20,000.00
1.9	TESTING - ASPHALT & BASE COURSE	1	LS	2,000.00	2,000.00
1.10	TESTING - CONCRETE	1	LS	1,000.00	1,000.00
1.11	NPDES PERMITTING	1	LS	25,000.00	25,000.00
1.12	FINAL MEASURES (AS-BUILTS)	1	LS	2,000.00	2,000.00
2.0	**DEMOLITION/REMOVAL**				
2.1	REMOVAL - FIRE HYDRANT ASSEMBLY	6	EA	1,200.00	7,200.00
2.2	REMOVAL - EXISTING WATER MAIN (2"-12")	72	LF	1.00	72.00
2.3	REMOVAL - EXISTING VALVES (2"-12")	18	EA	1.00	18.00
2.4	REMOVAL - CONCRETE BLOCK RETAINING WALL	6	LF	100.00	600.00
2.5	REMOVAL - FDOT RETAINING WALL	8	LF	100.00	800.00
2.6	REMOVAL - TYPE A CURB AND GUTTER	18	LF	10.00	180.00
2.7	REMOVAL - MISCELLANEOUS ASPHALT	740	SY	5.00	3,700.00
2.8	REMOVAL - MISCELLANEOUS BASE COURSE MATERIAL	225	SY	2.00	450.00
2.9	REMOVAL - MISCELLANEOUS CONCRETE	700	SF	1.00	700.00
2.10	ABANDON 6" CAST IRON WATERMAIN (GROUT IN PLACE)	17	CY	1.00	17.00
2.11	ABANDON 8" AC WATERMAIN (GROUT IN PLACE)	16	CY	1.00	16.00

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
3.0	**POTABLE WATER**				
3.1	8" CLASS 350 DIP WM, POLYWRAPPED	1,028	LF	150.00	154,200.00
3.2	6" CLASS 350 DIP WM, POLYWRAPPED	1,150	LF	10.00	11,500.00
3.3	2" PVC WM	25	LF	25.00	625.00
3.4	14" A-139 GRADE B STEEL CASING (1/2" THICK), WELDED, BITUMINOUS COATED	20	LF	1,500.00	30,000.00
3.5	DUCTILE IRON FITTINGS	2.00	TON	100.00	200.00
3.6	8" DIP TO 8" CI COUPLING	2	EA	3,000.00	6,000.00
3.7	6" DIP TO 6" CI COUPLING	2	EA	3,000.00	6,000.00
3.8	8" GATE VALVE	5	V	3,000.00	15,000.00
3.9	6" GATE VALVE	4	V	2,000.00	8,000.00
3.10	3/4" WATER SERVICE - SHORT SIDE - REMOVAL AND REPLACEMENT	9	EA	1,500.00	13,500.00
3.11	1.5" WATER SERVICE - SHORT SIDE - REMOVAL AND REPLACEMENT	1	EA	1,200.00	1,200.00
3.12	2" WATER SERVICE - SHORT SIDE - REMOVAL AND REPLACEMENT	1	EA	1,500.00	1,500.00
3.13	1" WATER SERVICE - LONG SIDE - REMOVAL AND REPLACEMENT	2	EA	2,000.00	4,000.00
3.14	3/4" WATER SERVICE - LONG SIDE - REMOVAL AND REPLACEMENT	13	EA	1,800.00	23,400.00
3.15	6" FIRE HYDRANT ASSEMBLY	6	A	5,500.00	33,000.00
3.16	6" TAPPING SLEEVE AND VALVE	1	V	7,500.00	7,500.00
3.17	2" TAPPING SLEEVE AND VALVE	1	V	1,500.00	1,500.00
3.18	8" LINE STOP	2	EA	2,500.00	5,000.00
3.19	6" LINE STOP	2	EA	2,000.00	4,000.00
3.20	2" LINE STOP	1	EA	50.00	50.00
3.21	TEMPORARY JUMPER ASSEMBLY (INCLUDING VAULT)	2	A	3,000.00	6,000.00
3.22	ELECTRONIC MARKER BALLS	57	EA	50.00	2,850.00
4.0	**SITEWORK**				
4.1	1.5" ASPHALT ROADWAY MILLING	8,248	SY	1.00	8,248.00
4.2	1.5" TYPE SP-12.5 ASPHALT	8,248	SY	5.00	41,240.00

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
4.3	10" BASE COURSE	992	SY	1.00	992.00
4.4	3' WIDE TEMPORARY TRENCH BACKFILL WITH 4" MINIMUM MILLINGS	2,962	LF	1.00	2,962.00
4.5	MARKINGS, 6" DOUBLE YELLOW THERMOPLASTIC STRIPS	2,177	LF	1.50	3,265.50
4.6	MARKINGS, 6" SOLID WHITE THERMOPLASTIC STRIPS (LANE LINE & EDGE LINE)	5,670	LF	0.75	4,252.50
4.7	MARKINGS, 6" WHITE SKIP THERMOPLASTIC STRIPS	100	LF	0.25	25.00
4.8	MARKINGS, 6" YELLOW SKIP THERMOPLASTIC STRIPS	502	LF	0.25	125.50
4.9	MARKINGS, 18" THERMOPLASTIC YELLOW STRIPS	50	LF	1.85	92.50
4.10	MARKINGS, 24" THERMOPLASTIC STOP BARS	132	LF	3.00	396.00
4.11	MARKINGS, SOLID WHITE THERMOPLASTIC TURN & TURN/STRAIGHT	12	EA	65.00	780.00
4.12	MARKINGS, SOLID WHITE THERMOPLASTIC RAILROAD CROSSING	1	EA	250.00	250.00
4.13 (a)	REINFORCED CONCRETE SIDEWALK W/6" BASE, 5' WIDE	113	LF	25.00	2,825.00
4.13 (b)	REINFORCED CONCRETE SIDEWALK W/6" BASE, 5' WIDE	320	LF	35.00	11,200.00
4.14	REINFORCED CONCRETE SIDEWALK W/6" BASE - MISC REMOVAL AND REPLACEMENT	220	SF	25.00	5,500.00
4.15	TYPE "F" CONCRETE CURB AND GUTTER	25	LF	18.00	450.00
4.16 (a)	TYPE "F" CONCRETE CURB AND GUTTER - REMOVAL AND REPLACEMENT	264	LF	19.00	5,016.00
4.16 (b)	TYPE "F" CONCRETE CURB AND GUTTER - REMOVAL AND REPLACEMENT	340	LF	20.00	6,800.00
4.17	3' WIDE VALLEY GUTTER	74	LF	20.00	1,480.00
4.18 (b)	GRAVITY WALL	89	CY	400.00	35,600.00
4.19 (a)	ADA TRUNCATED DOME	280	SF	35.00	9,800.00
4.19 (b)	ADA TRUNCATED DOME	67	SF	35.00	2,345.00
4.20	SODDING (BAHIA - INCL. TOP SOIL AND SUBGRADE PREPARATION)	460	SY	1.00	460.00

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
4.21 (b)	PEDESTRIAN SIGNAL MODIFICATIONS	1	LS	22,000.00	22,000.00
4.22 (b)	ASPHALT/BASE REPAIR (MAJOR CRACKS/SUNKEN PATCHES/ETC)	300	SY	10.00	3,000.00
5.0	**SANITARY SEWER WORK**				
5.1	MANHOLE REMOVAL AND REPLACEMENT	1	LS	30,000.00	30,000.00
	TOTAL				1,051,929.00

(1) For accounting purposes, item numbers divided into "a" and "b" are to denote payment responsibility. Utilities responsibility = a; Public Works responsibility = b

(2) The project estimate is Wade Trim's opinion of probably quantities based upon the available information

(3) Unit of Measure (UOM) Legend: A = Assembly; EA = Each; CY = Cubic Yard; F = Fitting; HR = Hour; LS = Lump Sum; LT = Line Tap; LF = Linear Foot; R = Reducer; RS = Restraint; ST – Service Tap; SF = Square Foot; SY = Square Yard; V = Valve

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

RESOLUTION NO. 2016-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT EAST PEACHTREE STREET WATER MAIN IMPROVEMENTS, PROJECT NO. WS1505 IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10 PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on October 11, 2016, the City Council authorized the City Manager to proceed with the East Peachtree Street Water Main Improvements, Project No. WS1505, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the East Peachtree Street Water Main Improvements, Project No. WS1505, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $1,224,318 budgeted by the City Council for the project inclusive of the 10 percent contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 11th day of October, 2016.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

RESOLUTION NO. 2016-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 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 this 11th day of October, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 09/28/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 853,641	421-0000-389.99-50	WS1505	Bal Fwd/Fund Bal-Approp. Reserves	$ 22,505,433	$ 22,505,433	$ 23,359,074	$ 21,651,792
$ 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
$ 853,641	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 853,641	421-4055-536.63-00	WS1505	Infrastructure	$ 17,432,098	$ 17,432,098	$ 18,285,739	$ 18,285,739
$ 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
$ 853,641	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional funds are necessary to cover the total cost of the East Peachtree Street Water Main Improvements, Project No. WS1505, to include Construction, Services During Construction, Contingency, and the cost for the Water Meter and Backflow replacements.

Agenda ID File: 16-443, Council Meeting Date: 10-11-16

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/11/16 *RESOLUTION #:* 2016-112

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

9/28/16	Norma Hernandez	9/30/16	Lea Taylor		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/28/16	John "Jack" Walsh	9/30/16	Lora Howell		
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 #:	16-445	**Version:** 1	**Name:**	Housing Authority Property Purchase Resolution
Type:	Agenda		**Status:**	City Business
File created:	9/28/2016		**In control:**	City Council
On agenda:	10/11/2016		**Final action:**	
Title:	Approve a Resolution Amending the FY 2017 Budget using General Fund Reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale; Authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all documents related to the closing of said properties. (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Contract for Purchase and Sale.pdf Interlocal Agreement.pdf Resolution No. 2016-107.pdf BAF-CS-HACCFL Land Purchase (10-11-16) Agenda 16-445.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2016
Agenda Date: October 11, 2016
Prepared By: Steven P. Belden, AICP, Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a Resolution Amending the FY 2017 Budget using General Fund Reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale; Authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all documents related to the closing of said properties.

BACKGROUND:

On April 26, 2016, Council approved Resolution 2016-42, amending the City of Cocoa budget for the fiscal year 2016, with the intent that the purchase of the Housing Authority of the City of Cocoa's parcels would take place in the 2016 fiscal year. Due to title issues relating to the parcels the closing has been delayed until the 2017 fiscal year. Therefore, a budget amendment is necessary for the new fiscal year to provide the necessary funding that was not expended in FY 2016.

In September 2015, the City of Cocoa (City) and the Housing Authority of the City of Cocoa (HACCFL) entered into an Interlocal Agreement (Agreement). The Agreement memorializes the desire of the City and the HACCFL to promote the development (renovation and/or redevelopment) of quality affordable mixed-income housing in the Diamond Square Community Redevelopment Area

(DSRDA); embrace and commit to implementing the goals of the Diamond Square Plan Update; jointly recognize the critical importance of creating income diversity and housing diversity between rental and homeownership in DSRDA; and commit to provide the necessary resources and leadership to this joint effort.

The Agreement outlined duties and obligations for both the City and the HACCFL. The attached Budget Resolution and Contract for Purchase & Sale specifically addresses, *7.2 HACCFL shall work with HUD in good faith towards releasing the Declaration of Trust and will convey a minimum of twenty-five (25) single family lots within the DSRDA to the City for the development of affordable workforce housing, not to exceed 100% AMI (annual median income) and 8.1 The City will provide program management, resources, leadership and soft financing, as available, to further the homeownership redevelopment effort on the subject lots within the DSRDA referenced in section 7.2. Any City resources and/or funding shall be subject to the City Council's sole discretion to budget and appropriate funds.*

The Contract for Purchase & Sale (Contract) was executed by the HACCFL on February 10, 2016. For this Contract, the HACCFL agrees to sell three (3) Brevard County tax parcels (2461518, 2461745, and 2424079) in the amount of $111,000. Parcels 2461518 and 2461745 are 0.14 acres each and parcel 242079 is 3.59 acres (non-contiguous). Closing is anticipated to be in October 2016.

Once the parcels are acquired, staff shall seek a developer to design and construct affordable workforce housing. Workforce housing is commonly targeted at "essential workers" in a community (i.e., police officers, fire fighters, teachers, nurses, and other medical personnel). The minimum square footage of the homes shall be 1,200 square feet. Staff is proposing to construct 2 two-bedroom, two-bath, two-car garage homes on parcels 1 and 2, as the lot sizes are 50' x 122.5'. the parcel of land along Stone Street and Blake Street, located directly north of the Harry T. Moore Center (Parcel 3b) could accommodate 3 four-bedroom, two-bath, two-car garage homes with lot sizes of 80' x 125'. The parcel of land to the south of the Harry T. Moore Center (Parcel 3c) can accommodate 3 homes and the parcel (Parcel 3a), between Mango Avenue and Valencia Avenue, should be able to accommodate approximately 14 homes.

Staff is proposing to build a total of 22 homes at an approximate building cost of $130,000 per home. As each home sells the proceeds will be used for construction of additional homes. Notwithstanding the three (3) parcels, the HACCFL and the City continue to be in discussions to purchase most or all eight (8) remaining lots owned by HACCFL along Barbara Jenkins Street between Mango Avenue and Blake Street.

Once the closing has been completed staff will return to Council to request additional funding to begin construction of the homes.

Staff is requesting City Council approve a Resolution Amending the FY 2017 Budget using General Fund reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale and authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all documents relate to the closing of said properties.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting the purchase and

redevelopment of these properties in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

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

Amount Requested	$118,000
Account Number	001-3200-515.61-00
Account Name	Land

Source of Funds:
____State Revolving Loan
_____ Other Loan Source:_
_____ Grant Source:_
_____ Bond:_
__X__ Reserves Source:_001-0000-389.99-50
_____ Transfer Acct #:_

PREVIOUS ACTION:

On April 26, 2016, Council approved Resolution 2016-42, amending the City of Cocoa budget for the fiscal year 2016.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2017 Budget using General Fund Reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale; Authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all documents related to the closing of said properties.

CONTRACT FOR PURCHASE AND SALE

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between the **HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA,** a public body corporate and politic organized under Chapter 421, Florida Statutes, whose address is 828 Stone Street, Cocoa, Florida 32922 (hereinafter referred to as "**Seller**"), and the **CITY OF COCOA, FLORIDA**, a municipal corporation, with a principal address of 65 Stone Street, Cocoa, Florida 32922 ("**Buyer**"). For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property which is the subject matter of this Contract consists of three (3) Brevard County tax parcels, and is more particularly described in **Exhibit "A"** attached hereto and fully incorporated herein by this reference (the "**Property**"). The subject parcels are not all contiguous but have residential streets separating the tax parcels. The tax parcels are part of the College Park Amended Plat, and were part of a larger proposed redevelopment project known as Magnolia Pointe which was only partially completed. The exact acreage will be determined if Buyer obtains a Survey (as defined below), pursuant to Section 4.2 below.

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be One Hundred and Eleven Thousand Dollars and No/100 ($111,000.00).

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before ninety (90) days following the Effective Date, unless extended pursuant to the terms of Section 5.7 herein.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title**. Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the appraisal of the Property, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before

Closing (all other exceptions to title being deemed title defects for purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects or elect not to cure the defects, to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey**. Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor within the last thirty (30) days before Closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects or elect not to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

The parties acknowledge that upon the execution of this Contract, the only available legal description of the Property was the legal description of the Property contained within Article I of the Contract and Exhibit "A". The Survey will be by a metes and bounds description and said description shall be incorporated into this Contract as if included herein at the Effective Date of this Contract. The survey and legal description shall be approved by both parties prior to incorporation into the Contract. Said approval shall not be unreasonably withheld by the parties.

4.3. **Conveyance**. Seller shall convey title to the Property to Buyer by Special Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit**. At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior

to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing**. Closing shall be held by express courier or at the offices of the title agent or at Garganese, Weiss & D'Agresta, P.A. (the "Escrow Agent") or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing**. Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses**. Unless Seller is exempt under state law, state documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Prorations and Escrow Balance**. Taxes and other expenses and all revenue of the Property shall be prorated as of the date of Closing.

4.9. **Proration of Taxes; Real and Personal**. Unless the Property is exempt under state law, taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. This provision for reproration shall survive the Closing.

Seller shall be responsible for real estate and personal property taxes owing for tax years prior to the 2016 calendar year, if any, and for the portion of the 2016 calendar year during which Seller owned the Property (*i.e.*, Seller shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, 2016 and ending (but not including) on the closing date). Unless Buyer is exempt from payment thereof by applicable law, Buyer shall be responsible for real estate and personal property taxes owing for the period commencing on the closing date and ending on December 31, 2016. The Escrow Agent shall ensure compliance with Florida Statutes Section 196.295 at Closing. Buyer shall pay any real and personal property taxes billed with respect to the Property after Settlement. Buyer shall be solely responsible for and hold Seller harmless from any so-called "rollback" or similar taxes or assessments owing on the Property resulting from the sale thereof to Buyer or any change in the improvements or the use of the Property by Buyer following Closing.

4.10. **Special Assessment Liens**. Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post-Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessments are substantially completed as of the date of Closing, they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvements made by the appropriate public body.

4.11. **Default**. If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedy demanding and receiving a refund of the deposit, if any, immediately.

4.12. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.13. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.14 **Notices**. Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as FedEx, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller:	Housing Authority of the City of Cocoa, Florida Attention: Executive Director 828 Stone Street Cocoa, FL 32922
To Buyer:	City of Cocoa Attention: City Manager 65 Stone Street Cocoa, FL 32922

4.15. **FIRPTA - Right to Withhold**. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of ten percent (10%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.16. **AS IS - WHERE IS. BUYER AGREES TO PURCHASE THE PROPERTY "AS IS-WHERE IS." EXCEPT FOR THE LIMITED WARRANTY OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED BY SELLER AT CLOSING, SELLER HAS NOT, DOES NOT, AND WILL NOT, WITH RESPECT TO THE PROPERTY, MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, OR MARKETABILITY OF THE PROPERTY.**4.17. **Right of Inspection**. During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the

monetary limitations in Florida Statutes Section 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorneys' fees and litigation costs, caused by Buyer or Buyer's agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.18. **WAIVER OF TRIAL BY JURY**. SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED ON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Buyer's Conditions Precedent**. Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statutes Section 286.23, a copy of which is attached hereto as **Exhibit "B."**

5.2. **Inspection Period**. Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.17: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer, in its sole discretion, for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to Closing, then the deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder. If Buyer terminates this Contract pursuant to this Section, Buyer shall promptly return to Seller all copies of Seller's materials delivered to Buyer pursuant to Section 5.3, and Buyer shall also provide Seller with copies of any and all reports, inspections, tests, analyses, and surveys obtained by Buyer.

5.3. **Delivery of Materials**. Within five (5) business days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property.

5.4. **Brokerage**. Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party, subject to the rights of sovereign immunity.

5.5. **Seller Warranties**. During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.6. **Seller Not to Convey**. Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of Buyer.

5.7. **Extensions of Closing Date**. Buyer shall have the unilateral and absolute right to exercise one thirty (30) day extension of the closing date. Buyer shall exercise the extension by providing at least three (3) days written notice to Seller. Any other extension shall be by mutual agreement of the parties.

5.8. **Headings; Entire Agreement; Governing Law**. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral between the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original,

and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

5.9 **Seller's Conditions Precedent.** Seller's obligation to close under this Contract shall be subject to Seller obtaining any and all approvals required by the U.S. Department of Housing and Urban Development ("HUD") for Seller's disposition of the Property ("HUD Approval"). In the event that Seller is unable to obtain HUD Approval for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully released from all further rights and responsibilities under this Contract.

5.10 **Property Restriction**. Buyer acknowledges that language shall be included in the Deed restricting the use of the Property for affordable housing.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

Signed, sealed and delivered in the presence of:

L.M. Ginn
(print name)

Hattie Fisher
(print name)

SELLER:

HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA

By: _____
Herbert Hernandez, Executive Director

Date: 2/10/16

Signed, sealed and delivered in the presence of:

_____

_____
(print name)

_____

_____
(print name)

BUYER:

CITY OF COCOA, FLORIDA

By: _____
John Titkanich, City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

Date: _____

EXHIBIT "A"

[THE "PROPERTY"]

Brevard County Tax ID Number	Brevard County Plat Book/Page	Subdivision Name	Lot/Block
2461518	0005/0072	College Park Amended Map	LOT 7 BLOCK 13
2461745	0005/0072	College Park Amended Map	LOT 14 BLOCK 13
2424079	0005/0072	College Park Amended Map	LOTS 1 TO 4 BLK 10 & ALL OF VAC SATSUMA ST LYING S & ADJ, LOTS 5 TO 8 BLK 10 & N 1/2 OF VAC SATSUMA ST LYING S & ADJ, W 190 FT OF BLK 14, LOTS 1 TO 4 BLK 16 & ALL OF VAC POMOLO ST LYING N &

EXHIBIT "B"

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this 10th day of February, 2016, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the Executive Director of the Housing Authority of the City of Cocoa, Florida, the legal title holder of the real property described on the attached Exhibit "A"; and *(select appropriate option below):*

☑ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit "A" however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

☐ *(check if applicable)* – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

L.M. Ginn
(print)

Mattie Fisher
(print)

HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA

By: _____
Print name: Herbert Hernandez,
Executive Director

Address: 828 Stone Street
Cocoa, Florida 32922

STATE OF Florida

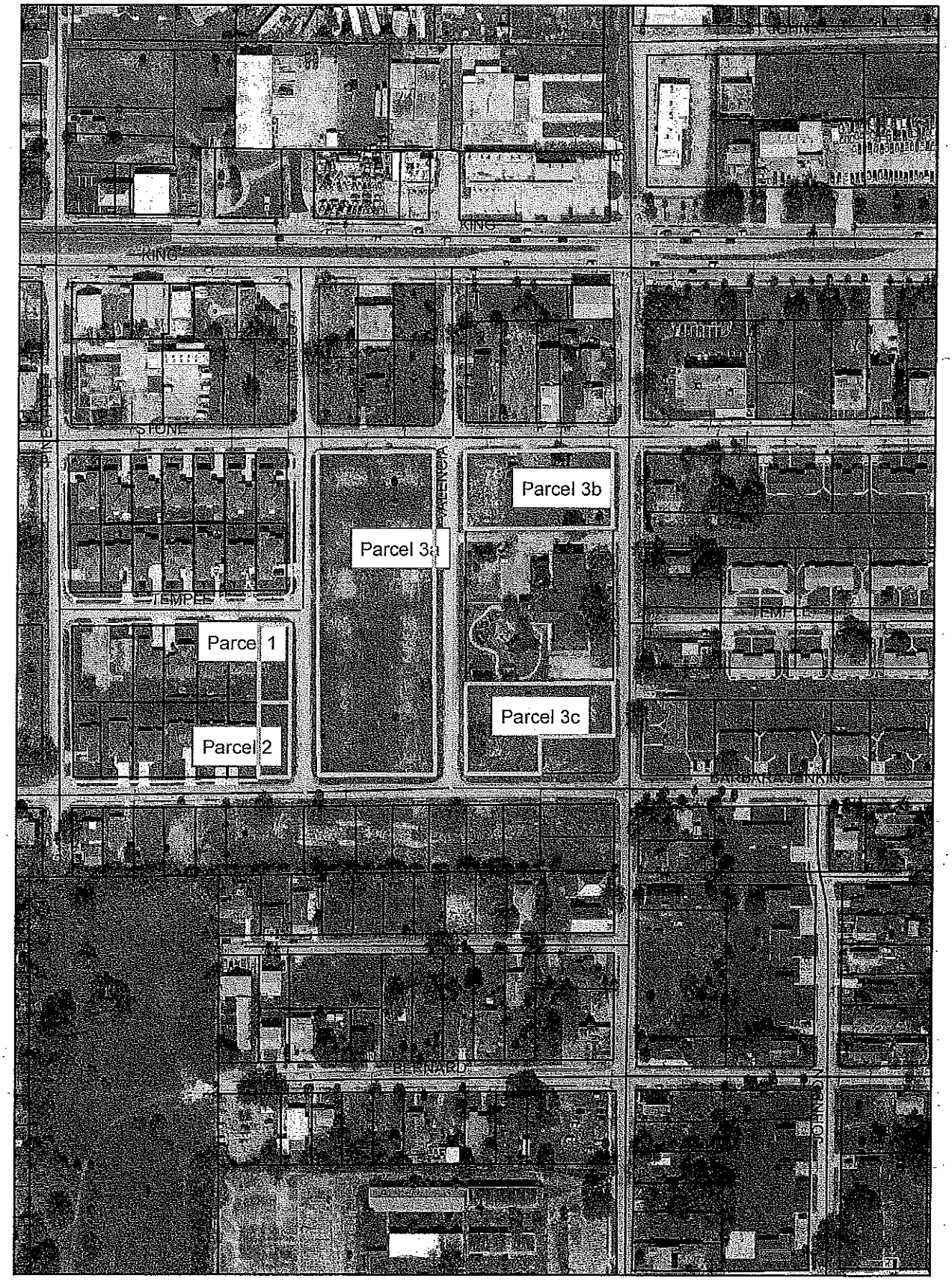
COUNTY OF Brevard

SWORN TO and subscribed before me this 10th day of Feb, 2016, by Herbert Hernandez, the Executive Director of the HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA, (check one) ☑ who is personally known to me or ☐ who provided _____ as identification.

Debra Krueger
Print Name: DEBRA KRUEGER
Notary Public

DEBRA KRUEGER
Notary Public - State of Florida
Commission # FF 913241
My Comm. Expires Aug 26, 2019
Bonded through National Notary Assn.

Housing Authority of the City of Cocoa Parcels for Purchase



Prepared by and return to:
Kimberly Romano Kopp, Assistant City Attorney
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this 8th day of September, 2015 between the **HOUSING AUTHORITY OF THE CITY OF COCOA**, Florida ('**HACCFL**") and the **CITY OF COCOA**, Florida ("**City**").

W I T N E S S E T H:

WHEREAS, the parties wish to promote the development (renovation and/or redevelopment) of quality affordable mixed-income housing in the Diamond Square Community Redevelopment Area ("**DSRDA**") in the City of Cocoa; and

WHEREAS, the parties have both embraced and are committed to implementing the goals of the Diamond Square Redevelopment Plan Update; and

WHEREAS, the parties jointly recognize the critical importance of creating income diversity and housing diversity between rental and homeownership housing in the Diamond Square community; and

WHEREAS, both parties are committed to providing the necessary resources and leadership to this joint effort.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, HACCFL and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of the following conditions precedent:

   2.1 The complete execution of this Agreement by the parties.

   2.2 The approval of this Agreement by both the Board of Commissioners of the Housing Authority of the City of Cocoa and the City Council of the City of Cocoa.

2.3 The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), *Florida Statutes.*

3. **REPRESENTATIONS OF HACCFL.** HACCFL makes the following representations to the City:

3.1 HACCFL is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

3.2 HACCFL has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, subject to HUD approval, as applicable. The execution, delivery and performance hereof by HACCFL, (i) has been duly authorized by the Board of Commissioners of HACCFL; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of HACCFL except as otherwise provided herein.

4. **REPRESENTATIONS OF THE CITY OF COCOA, FLORIDA.** The City makes the following representations to HACCFL:

4.1 The City is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

4.2 The City has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by the City, (i) has been duly authorized by the City Council of the City of Cocoa; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the City except as otherwise provided herein.

5. **STATUTORY AUTHORITY.** This Agreement shall be considered an Agreement pursuant to Section 163.01, *Florida Statutes.* A true and correct copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida, by HACCFL. HACCFL shall provide the City a recorded copy of the Interlocal Agreement upon receipt from the Clerk of the Circuit Court.

6. **TERM; TERMINATION.** This Agreement shall be for a term of three (3) years, commencing on January 1, 2015 and terminating on December 31, 2017. This Agreement shall automatically renew for an additional three (3) year term unless terminated in writing by either party.

7. **DUTIES AND OBLIGATIONS OF HACCFL.**

7.1 HACCFL will commit up to $60,000 in funds for enhanced electronic security surveillance and $30,000 for upgraded exterior lighting at its properties.

7.2 HACCFL shall work with HUD in good faith towards releasing the Declaration of Trust and will convey a minimum of twenty-five (25) single family lots within the DSRDA to the City for the development of affordable workforce housing, not to exceed 100% AMI (annual median income).

7.3 HACCFL will commit up to $99,000 for homeownership housing within the DSRDA in federal fiscal year 2015, and up to $400,000 in Replacement Housing Factor ("**RHF**") funds in future years to support the homeownership redevelopment effort as set forth above, in accordance with applicable HUD regulatory requirements, subject to the continued availability of RHF funds.

7.4 HACCFL and its procured development partner will continue their efforts to secure Low Income Housing Tax Credits and other financing by 1) preservation of existing HACCFL projects through renovation and upgrades; and 2) development of new construction senior rental housing including (i) the former Magnolia Pointe site on Fiske Blvd., and (ii) the site on the northwest corner of Pineda Avenue and School Street.

8. **DUTIES AND OBLIGATIONS OF THE CITY.**

8.1 The City will provide program management, resources, leadership and soft financing, as available, to further the homeownership redevelopment effort on the lots within the DSRDA referenced in section 7.2. Any City resources and/or funding shall be subject to the City Council's sole discretion to budget and appropriate funds.

8.2 The City will support, when and where required, the Florida Housing Finance Corporation's Request For Applications (RFAs) by HACCFL, for new construction senior rental housing made in connection with this Agreement. The City will offer the minimum local government contribution, to make HACCFL's application feasible in accordance with Florida Housing Finance Corporation requirements, to the extent that the City Council has budgeted and appropriated funds for such contributions, which budgeting and appropriations are in the City Council's sole discretion.

8.3 The City of Cocoa Police Department shall develop a plan with HACCFL for enhanced patrols of all new and/or redeveloped rental and homeownership housing, and will offer Crime Prevention Through Environmental Design (CPTED) technical advice on the development of any new housing for the affected areas.

8.4 The City will work diligently and in good faith to terminate the binding development agreements for both the Glenn at Pineda and Magnolia Pointe projects.

9. **MISCELLANEOUS TERMS AND CONDITIONS.**

9.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:

City of Cocoa
John A. Titkanich, Jr., City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8680
Facsimile: (321) 433-8690

With a copy to:

Anthony A. Garganese, City Attorney
P.O. Box 2873
Orlando, Florida 32802-2873
Telephone: (407) 425-9566
Facsimile: (407) 425-9596

(b) if to HACCFL:

Housing Authority of the City of Cocoa
Attn: Herb Hernandez, Executive Director
828 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 636-8535
Facsimile: (321) 632-4729

With a copy to:

Bernice S. Saxon, Esq.
Saxon Gilmore & Carraway, P.A.
201 E. Kennedy Blvd.
Suite 600
Tampa, Florida 33602
Telephone (813) 314-4501
Facsimile: (813) 314-4555

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

9.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

9.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the Agreement as a whole or any other provision of the Agreement.

9.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

9.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

9.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the

performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

9.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

9.8 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

9.9 Counterparts. 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.

9.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel, in performing its obligations pursuant to the terms and conditions of this Agreement.

9.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of HACCFL's or the City's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on either party's potential liability under state or federal law. As such, HACCFL and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, HACCFL and the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions

arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

9.12 Assignment Prohibited; Third Parties. Unless otherwise agreed in writing by HACCFL and the City, this Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than HACCFL and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of HACCFL and the City and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
HENRY U. PARRISH, III
Mayor

ATTEST:

By: _____
CARIE SHEALY
City Clerk

HOUSING AUTHORITY
OF THE CITY OF COCOA, FLORIDA

By: _____

By: _____

COCOA FLORIDA

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

August 3, 2015

Housing Authority of the City of Cocoa
ATTN: Herb Hernandez
828 Stone St.
Cocoa, FL 32922

Re: Agreements approved by City Council on 7/28/15

To Whom It May Concern:

Enclosed are **two (2) Executed Originals** of the following agreements that were approved by City Council on July 28, 2015 at a regular City Council meeting. Please execute the agreements and **send one (1) back to my attention for the City's records.**

Enclosed Agreements are:

- Interlocal Agreement (revised)
- Addendum to Binding Development Agreement for Glen at Pineda Townhomes
- Addendum to Magnolia Point Development Agreement

If you have any questions, please contact my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

RESOLUTION NO. 2016-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 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 11th day of October, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 09/28/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 118,000	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 4,721,479	$ 4,953,415	$ 5,071,415	$ 5,071,415
$ 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
$ 118,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 118,000	001-3200-515.61-00		LAND	$ 0	$ 0	$ 118,000	$ 118,000
$ 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
$ 118,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The purchase of three Brevard County Tax Parcel ID Numbers, 2461515 (.14 ac), 2461745 (.14 ac) and 2424079 (3.59 ac.) from the Housing Authority of the City of Cocoa for $111,000 plus closing costs and first years property taxes in accordance with the Purchase & Sales Agreement, which will be brought to City Council for approval on October 11, 2016. Agenda #16-445.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/11/16 *RESOLUTION #:* 2016-107

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

9/28/16	Steven Belden (Digitally signed by Steven Belden)	9/30/16	Lea Taylor (Digitally signed by Lea Taylor Date: 2016.09.30 09:33:44 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/28/16	Steven Belden (Digitally signed by Steven Belden)	9/30/16	Lora Howell (Digitally signed by Lora Howell Date: 2016.09.30 10:04:19 -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 #:	16-456	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	9/30/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	
Title:	Approve a Resolution authorizing and approving the negotiated sale of not to exceed ten million dollars ($10,000,000) City of Cocoa, Florida Capital Improvement Refunding Revenue Bonds, Series 2016. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Capital Improvement Refunding Summary Statistics - 9.30.16.pdf City of Cocoa - POS (01123696-5).pdf Continuing Disclosure Certificate (01150868-3).pdf Supplemental Resolution Cap Impr Ref 2016 (FInal).pdf Escrow Deposit Agreement - City of Cocoa (01152596).pdf Purchase Contract City of Cocoa Capital Improvement 2016				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 30, 2016
Agenda Date: October 11, 2016
Prepared By: Teri Butler, CGFO, Finance Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Approve a Resolution authorizing and approving the negotiated sale of not to exceed ten million dollars ($10,000,000) City of Cocoa, Florida Capital Improvement Refunding Revenue Bonds, Series 2016.

BACKGROUND:

In 2007, the City Council authorized the approval of the construction of a new city hall facility. This project was funded by the City's issuance of $11,675,000 Capital Improvement Revenue Bonds, Series 2007, the proceeds of which were used to acquire and equip a new city hall facility, make certain improvements to US 1, and other capital improvements. $9,550,000 is currently outstanding.

On April 25, 2016, the City issued an RFP and formed a committee for underwriting services. The committee members conducted interviews and selected Stifel, Nicolaus & Company, Inc. and Raymond James & Associates, Inc. to serve as underwriters for a period of not to exceed ten years. Subsequently, the City requested updated pricing proposals from both firms for the issuance and sale of the Series 2016 Capital Improvement Refunding Bonds and selected Stifel, Nicolaus & Company,

Inc. to underwrite this bond issue request.

The Resolution contains authorization to proceed with the bond transaction and further authorizes the Mayor and City Manager to take such further action as shall be required for carrying out the purposes of this Resolution and the Bond Resolution all with respect to the Series 2016 Bonds.

STRATEGIC PLAN CONNECTION:

Refunding and defeasance of the Series 2007 Capital Improvement Revenue Bonds provides for a significant cost savings and, in conjunction with the City's Fiscal Sustainability Plan, frees up monies to be used for services rather than for a higher debt service payments.

BUDGETARY IMPACT:

This transaction is in accordance with the City's Debt Management Policy on Bond Refunding Savings where the threshold of at least 3% of more of the Net Present Value will be realized. On a par amount of $9,255,000, the potential Net Present Value Savings in dollars is approximately $1,228,520. The potential Net Present Value Savings as a percentage is approximately 12.86%.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution authorizing and approving the negotiated sale of not to exceed ten million dollars ($10,000,000) City of Cocoa, Florida Capital Improvement Refunding Revenue Bonds, Series 2016.

powered by Legistar™

City of Cocoa, Florida
Refunding Summary Statistics

Refunding Analysis of Capital Improvement Revenue Bonds, Series 2007	
Summary of Refunded Bonds:	
Par Amount Refunded	$9,550,000
Maturities Refunded	2017 - 2037
Call Date of Refunded Bonds	10/1/2017
Assumed Ratings	A1 / A+
Summary of Refunding Results:	
Refunding Par Amount	$9,255,000
Arbitrage Yield	2.76%
Dated Date	10/28/2016
Annual Savings (Refunded Bond Years)	**$95,392**
Net PV Savings ($)	**$1,228,520**
Net PV Savings (%)	**12.86%**
Negative Arbitrage	$196,156
Escrow Efficiency	86.23%

1) Interest rates and rating assumptions used are based on market conditions as of 9/30/16. The City's actual results may differ. Stifel makes no commitment to underwrite at these levels.

2) Assumes a uniform savings approach.

3) Assumes total costs of issuance $120,000 and the RFP's proposed underwriter's discount.

4) Assumes a defeasance of the 2017 maturity with funds on hand.

5) Assumes a surety policy at 2.50% and no bond insurance.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE-BOOK ENTRY ONLY **Rating: S&P: ____ (_____*outlook)***

See "RATINGS" herein.

In the opinion of bond counsel, assuming compliance by the City with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Series 2016 Bonds will be excluded from gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. However, interest on the Series 2016 Bonds shall be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax on corporations. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Series 2016 Bonds.

**$_____*
CITY OF COCOA, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS
SERIES 2016**

Dated: As of date of delivery **Due: October 1 in each year, as shown below**

The City of Cocoa, Florida (the "City") is issuing its $_____* Capital Improvement Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds") as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Series 2016 Bonds. Individual purchases of the Series 2016 Bonds will be made in book-entry form only, in the principal amounts of $5,000 or any integral multiples thereof. Purchasers of Series 2016 Bonds will not receive physical delivery of certificates representing their ownership interests in Series 2016 Bonds purchased. Interest on the Series 2016 Bonds is payable on April 1, 2017 and semiannually on each October 1 and April 1 thereafter. While the Series 2016 Bonds are registered on the DTC Book-Entry Only System, amounts due on the Series 2016 Bonds will be paid by the Paying Agent to DTC who will remit payment to the DTC participants, such payments to be subsequently disbursed to the beneficial owners of the Series 2016 Bonds, all as further described herein. See "DESCRIPTION OF THE SERIES 2016 BONDS - Book-Entry Only System" herein. The Paying Agent and Registrar for the Series 2016 Bonds is The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida (the "Paying Agent").

The Series 2016 Bonds are subject to optional and mandatory redemption prior to their stated dates of maturity as described herein.

The Series 2016 Bonds are being issued by the City, pursuant to Resolution No. 98-25 duly adopted by the City Council of the City (the "City Council") on April 14, 1998, as supplemented and amended by Resolution No. 2007-58, duly adopted by the City Council on June 26, 2007 (collectively the "Master Resolution") and as supplemented and amended by Resolution No. 2016-__, duly adopted by the City Council on October 11, 2016 ("Resolution No. 2016-___" and, collectively with the Master Resolution, the "Bond Resolution") and Chapter 166, Parts II and III, Florida Statutes, and other applicable provisions of law, for the purpose of, together with other available funds of the City, (i) advance refunding the City's Outstanding Capital Improvement Revenue Bonds, Series 2007 (the "Series 2007 Bonds") maturing on and

after October 1, 2018, and defeasing the lien of all the Series 2007 Bonds , and (ii) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds.

The Series 2016 Bonds are payable from and secured, on a parity with the Capital Improvement and Refunding Revenue Bond, Series 2010, and any Additional Bonds hereafter issued, by a pledge of and lien upon (i) Public Service Tax Revenues, (ii) Franchise Fee Revenues, (iii) Communication Services Tax Revenues, and (iv) until applied in accordance with the provisions of the Bond Resolution, all moneys, including investments thereof, held in the funds and accounts established under the Bond Resolution other than the Unrestricted Revenue Account and the Rebate Fund (collectively, the "Pledged Funds"). See "SECURITY FOR THE SERIES 2016 BONDS" herein.

The Series 2016 Bonds shall not be or constitute general obligations or indebtedness of the City within the meaning of any constitutional or statutory provision, but shall be special obligations of the City, secured solely by a pledge of and lien on, and payable solely from, the Pledged Funds in accordance with the terms of the Bond Resolution. No Holder of any Series 2016 Bond or Insurer, if any, shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2016 Bond, or be entitled to payment of such Series 2016 Bond from any moneys of the City except from the Pledged Funds in the manner provided in the Bond Resolution.

Resolution No. 2016-__ contains amendments to the Master Resolution, some of which will become effective upon issuance of the Series 2016 Bonds and one of which will not become effective until the City has received the consent of the Holders of 100% of the principal amount of Bonds Outstanding. By acceptance of the Series 2016 Bond, each Holder thereof will be deemed to have consented to all of the amendments contained in Resolution No. 2016-__. See "AMENDMENTS TO MASTER RESOLUTION" herein.

Scheduled payment of the principal of and interest on the Series 2016 Bonds when due may be guaranteed under a municipal bond insurance policy. ***The City will make the determination whether to purchase such policy for all or some of the Series 2016 Bonds, or alternatively not to insure any of the Series 2016 Bonds, at the time the Series 2016 Bonds are marketed.*** See "POTENTIAL MUNICIPAL BOND INSURANCE" herein.

This cover page contains certain information for quick reference only. It is not, and is not intended to be, a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Series 2016 Bonds are offered when, as and if issued, subject to the approving legal opinion of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel to the City. Certain legal matters will be passed upon for the City by Garganese, Weiss & D'Agresta, P.A., Orlando, Florida, City Attorney and Bryant Miller Olive P.A., Tampa, Florida in its capacity as Disclosure Counsel for the City. GrayRobinson, P.A., Tampa, Florida is acting as counsel to the Underwriter. Dunlap & Associates, Inc., Winter Park, Florida, is acting as Financial Advisor to the City in regard to the issuance of the Series 2016 Bonds. The Series 2016 Bonds are expected to be available for delivery through the facilities of DTC, in definitive form on or about October 28, 2016.

Stifel, Nicolaus & Company, Incorporated

Date: _____, 2016

_____

* Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS,
INTEREST RATES, PRICES, YIELDS AND INITIAL CUSIP NUMBERS

$_____*
CITY OF COCOA, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS
SERIES 2016

Maturity (October 1)*	Principal Amount*	Interest Rate	Price	Yield	Initial CUSIP Numbers**

$_____* ____% Term Bonds due October 1, 20__ Price ____% Yield ___% -- Initial CUSIP Number** _____

$_____* ____% Term Bonds due October 1, 20__ Price ____% Yield ___% -- Initial CUSIP Number** _____

* Preliminary, subject to change.

** The City is not responsible for the use of CUSIP numbers, nor is a representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2016 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The City has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

CITY OF COCOA, FLORIDA

MEMBERS OF THE CITY COUNCIL
Henry U. Parrish, III, Mayor
Donald Boisvert, Deputy Mayor
Brenda Warner, Councilwoman
Michael Blake, Councilman
Jeri Blanco, Councilwoman

CITY MANAGER
John Titkanich, Jr.

ASSISTANT CITY MANAGER
Matthew Fuhrer

FINANCE DIRECTOR
Teri Butler

CITY CLERK
Carie Shealy

CITY ATTORNEY
Garganese, Weiss & D'Agresta, P.A.
Orlando, Florida

BOND COUNSEL
Bryant Miller Olive P.A.
Orlando, Florida

DISCLOSURE COUNSEL
Bryant Miller Olive P.A.
Tampa, Florida

FINANCIAL ADVISOR
Dunlap & Associates, Inc.
Winter Park, Florida

No dealer, broker, salesman or other person has been authorized by the City to give any information or to make any representations in connection with the Series 2016 Bonds other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2016 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been obtained from the City, DTC, the Insurer, if any, and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the City with respect to any information provided by others. The information and expressions of opinion stated herein are subject to change, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2016 BONDS HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2016 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CITY AND ANY ONE OR MORE OF THE OWNERS OF THE SERIES 2016 BONDS.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2016 Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

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$_____
CITY OF COCOA, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS
SERIES 2016

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and the appendices hereto, is to furnish information in connection with the sale of $_____* aggregate principal amount of Capital Improvement Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds") issued by the City of Cocoa, Florida (the "City") and authorized pursuant to the Constitution and Laws of the State of Florida (the "State"), including particularly, Chapter 166, Parts II and III, Florida Statutes, and other applicable provisions of law and Resolution 98-25 duly adopted by the City Council of the City (the "City Council") on April 14, 1998, as amended and supplemented by Resolution No. 2007-58 duly adopted by the City Council on June 26, 2007 (collectively, the "Master Resolution") and as supplemented and amended by Resolution No. 2016-___ duly adopted by the City Council on October 11, 2016 ("Resolution No. 2016-___" and, collectively with the Master Resolution, the "Bond Resolution"). All capitalized terms not defined herein shall have the meanings ascribed thereto in the Bond Resolution. See "APPENDIX C-BOND RESOLUTION" attached hereto.

The Series 2016 Bonds are being issued by City for the purpose of, together with other available funds of the City, (i) advance refunding, and defeasing the lien of, all of the City's Outstanding Capital Improvement Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), and (ii) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds.

The Series 2016 Bonds are payable from and secured, on a parity with the Capital Improvement and Refunding Revenue Bond, Series 2010 (the "Series 2010 Bond"), and any Additional Bonds hereafter issued, by a pledge of and lien upon (i) Public Service Tax Revenues, (ii) Franchise Fee Revenues, (iii) the Communication Services Tax Revenues, and (iv) until applied in accordance with the provisions of the Bond Resolution, all moneys, including investments thereof, held in the funds and accounts established under the Bond Resolution other than the Unrestricted Revenue Account and the Rebate Fund (collectively, the "Pledged Funds").

THE SERIES 2016 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY SERIES 2016 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR THE USE OF AD VALOREM REVENUES TO PAY SUCH SERIES 2016 BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE BOND RESOLUTION, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2016 BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

No debt service reserve fund or account will be created or held under the Bond Resolution with respect to the Series 2016 Bonds and the Series 2016 Bonds will not be secured by any debt service reserve fund or account created under the Bond Resolution.

Resolution No. 2016-__ contains amendments to the Master Resolution, some of which will become effective upon issuance of the Series 2016 Bonds and one of which will not become effective until the City has received the consent of the Holders of 100% of the principal amount of Bonds Outstanding. By acceptance of the Series 2016 Bond, each Holder thereof will be deemed to have consented to all of the amendments contained in Resolution No. 2016-__. See "AMENDMENTS TO MASTER RESOLUTION" herein.

The City has agreed and undertaken for the benefit of Holders of the Series 2016 Bonds to provide certain financial information and operating data relating to the City and the Pledged Funds pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934. See "CONTINUING DISCLOSURE" herein and "APPENDIX E-FORM OF CONTINUING DISCLOSURE CERTIFICATE" hereto.

Certain capitalized terms used in this Official Statement have the meanings assigned to such terms in the Bond Resolution, except as otherwise indicated herein. The form of the Bond Resolution is attached to this Official Statement as "APPENDIX C–BOND RESOLUTION". The descriptions of the Series 2016 Bonds, the documents authorizing and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the City.

This introduction is not, and is not intended to be, a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2016 Bonds is made only by means of this Official Statement and is subject in all respects to the information contained herein.

AMENDMENTS TO MASTER RESOLUTION

Amendments Effective Upon Issuance of the Series 2016 Bonds. Resolution No. 2016-__ contains amendments to the Master Resolution that are effective upon receipt of consent of the Holders of a majority of the principal amount of the Bonds (the "Current Amendments"). Upon issuance of the Series 2016 Bonds, such requisite consent to the Current Amendments will have been received and the Current Amendments will become effective. The Current Amendments are described below:

The definition of "Reserve Account Requirement" as provided in Section 1.01 of the Bond Resolution is deleted entirely and replaced with the following (deletions are shown in strikethrough):

~~"Reserve Account Requirement" shall mean, as of any date of calculation for the Reserve Account, an amount equal to the lesser of (A) Maximum Annual Debt Service for all Outstanding Bonds, (B) on hundred twenty five percent (125%) of the average annual debt service for all Outstanding Bonds, or (C) such amount as shall be set forth in the Supplemental Resolution(s) of the Issuer setting forth the details of such Bonds and approved by Bond Counsel as the maximum amount of Bond proceeds which may be deposited in the Reserve Account without subjecting the same to yield restriction or causing interest on any Bonds~~

~~(other than Taxable Bonds) to be included in gross income for purposes of federal income taxation; provided, however, that the Issuer shall not, by Supplemental Resolution, decrease the Reserve Account Requirement for a Series of Bonds theretofore established.~~

"Reserve Account Requirement" shall mean with respect to each Series of Bonds issued hereunder, the amount of money, if any, or available amount of Reserve Account Insurance Policy and/or Reserve Account Letter of Credit, if any, or a combination thereof required by supplemental resolution executed prior to the issuance of such Series of Bonds to be maintained in the Reserve Account with respect to such Series of Bonds, which amount shall be available for use only with respect to such Series of Bonds.

Springing Amendments Effective Upon Consent of Holders of 100% of Principal Amount of Bonds. Resolution No. 2016-__ contains an amendment to the Master Resolution that will become effective upon receipt of the consent of the Holders of 100% of the Bonds (the "Springing Amendment"). Upon issuance of the Series 2016 Bonds, the requisite consent to the Springing Amendment will not have been received and the Springing Amendment will not yet become effective, however, the City anticipates such Springing Amendment will become effective upon final payment of the Series 2010 Bond on its maturity date of October 1, 2022 or earlier redemption date. The Springing Amendment is described below:

Section 5.09 of the Master Resolution entitled "Rate Covenant," which currently provides as follows, and all references thereto, **will be deleted in the entirety and no longer in effect**:

~~Section 5.09 RATE COVENANT. The City has heretofore levied a Public Service Tax pursuant to the provisions of Part II of the City Code, as amended and supplemented, at the maximum rate permitted by law. The City in each Fiscal Year will maintain such rates and collect such taxes, and revise the same from time to time whenever permitted by law, as will always provide in each Fiscal Year Pledged Revenues, taking into account Franchise Fee Revenues, which shall be adequate to pay (i) at least one hundred twenty five percent (125%) of the Annual Debt Service Requirement in such Fiscal Year for the Bonds and any pari passu Additional Indebtedness hereafter issued, and (ii) all amounts owed to the Insurer under the terms of the Financial Guaranty Agreement. The City further covenants that such taxes shall not be reduced so as to be insufficient for such purposes.~~

~~Notwithstanding the provisions of this Resolution or the Bonds, if in any Fiscal Year the Pledged Revenues, shall be less than the amount required under the preceding paragraph, the City shall not be in default of its obligations hereunder so long as the City is levying the Public Service Tax at the maximum rate permitted by law.~~

BY AGREEING TO PURCHASE THE SERIES 2016 BONDS, PURCHASERS OF THE SERIES 2016 BONDS WILL BE DEEMED TO HAVE CONSENTED TO THE CURRENT AMENDMENTS

AND THE SPRINGING AMENDMENT AND THEREFORE SHOULD REVIEW ALL OF THE AMENDMENTS IN RESOLUTION NO. 2016-__, INCLUDED IN "APPENDIX C-BOND RESOLUTION" HERETO, FOR THE COMPLETE TEXT THEREOF.

THE CITY

The City of Cocoa, Florida (the "City"), with a 2016 population of approximately 18,833 is located on the Intracoastal Waterway on the central east coast of Florida. The City was incorporated as a village in 1895 and as a city in 1913. The present City Charter was adopted in 1988 and provides for a Council-City Manager form of government. The elected City Council consists of a Mayor and four Council Members. The City Council appoints the City Manager.

For additional information concerning the City, see "APPENDIX A–GENERAL INFORMATION - CITY OF COCOA, FLORIDA" hereto.

AUTHORITY FOR ISSUANCE

The Series 2016 Bonds are being issued under the authority of and in full compliance with the Act and under and pursuant to the terms and provisions of the Bond Resolution.

THE REFUNDING PLAN

The City has determined that it can achieve present value savings in debt service payments by providing for the payment of the Series 2007 Bonds. Provision for payment will be accomplished through the issuance of the Series 2016 Bonds and the use of the proceeds thereof, together with other legally available funds of the City, to defease the Series 2007 Bonds. The Series 2007 Bonds maturing on and after October 1, 2018 will be redeemed on October 1, 2017 prior to maturity, at a redemption price of one hundred percent (100%) of the principal amount thereof, plus accrued interest to the redemption date of October 1, 2017. The Series 2007 Bonds maturing on October 1, 2017 will be paid when due.

Upon delivery of the Series 2016 Bonds, The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as escrow agent (the "Escrow Agent"), will enter into an Escrow Deposit Agreement (the "Escrow Agreement") with the City to provide for the defeasance in full of the Series 2007 Bonds. The Escrow Agreement will create an irrevocable escrow account (the "Escrow Account") which will be held by the Escrow Agent. The money held in the Escrow Account is to be applied to the payment of principal of and interest on the Series 2007 Bonds, as the same become due, and upon redemption prior to maturity. Immediately upon the issuance and delivery of the Series 2016 Bonds, the City will deposit a portion of the proceeds from the sale of the Series 2016 Bonds into the Escrow Account, together with legally available funds provided by the City, for that purpose. Such amounts will be held in cash or Refunding Securities (as defined in the Bond Resolution), which together will be sufficient to pay the principal of and interest on the Series 2007 Bonds when due and on their redemption date according to the schedules prepared by Stifel, Nicolaus & Company, Incorporated (the "Underwriter") and verified by GNP Services, CPA, PA (the "Verification Agent"). The Escrow Account will be pledged solely for the benefit of the Holders of the Series 2007 Bonds, and will not be available for payment of debt service on the Series 2016 Bonds. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

In reliance upon the above-referenced schedules, at the time of delivery of the Series 2016 Bonds, Bond Counsel will deliver to the City an opinion to the effect that the pledge of and lien on the Pledged Funds in favor of the Holders of the Series 2007 Bonds under the Master Resolution has been discharged and satisfied.

DESCRIPTION OF THE SERIES 2016 BONDS

General

The Series 2016 Bonds will be dated as of the date of initial issuance and will bear interest from such date, payable semiannually on each April 1 and October 1, commencing on April 1, 2017 at the interest rates set forth on the inside cover page of this Official Statement and will mature on October 1 of the years and in the amounts set forth on the inside cover page of this Official Statement. The Series 2016 Bonds will be issued as fully registered bonds in the denominations of $5,000 or integral multiples thereof. Interest on the Series 2016 Bonds shall be paid by check or draft drawn upon The Bank of New York Mellon Trust Company, N.A., the Paying Agent and Registrar, and mailed to the Holders of the Series 2016 Bonds at the address appearing on the applicable Record Date in the registration books kept by the Registrar; provided, however, at the request and expense of the registered owner of $1,000,000 or more in principal amount of the Series 2016 Bonds, received at least five days prior to the applicable interest payment date, interest shall be paid by wire transfer on an interest payment date to the bank account located in the continental United States specified in such request.

The Bonds will be issued initially as book-entry obligations and held by The Depository Trust Company ("DTC") as securities depository. The ownership of one fully registered Bond for each maturity as set forth on the inside cover page hereof, in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC. For more information regarding DTC and DTC's Book-Entry System, see "Book-Entry Only System" below.

Each Bond shall bear interest from the Interest Date next preceding the date on which it is authenticated, unless authenticated on an Interest Date, in which case it shall bear interest from such Interest Date, or, unless authenticated prior to the first Interest Date, in which case it shall bear interest from its date; provided, however, that if at the time of authentication, interest is in default, such Bond shall bear interest from the date to which interest shall have been paid.

Book-Entry Only System

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY BELIEVES TO BE RELIABLE, BUT THE CITY TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2016 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE SERIES 2016 BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2016 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2016 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2016 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2016 BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2016 BONDS, CONFIRMATION AND

TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2016 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2016 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2016 Bond certificate will be issued for each maturity of the Series 2016 Bonds as set forth in the inside cover of this Official Statement, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has a Standard & Poor's Ratings Services ("S&P") rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2016 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2016 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2016 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2016 Bonds, except in the event that use of the book-entry system for the Series 2016 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2016 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be

requested by an authorized representative of DTC. The deposit of the Series 2016 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2016 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2016 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2016 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2016 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2016 Bonds may wish to ascertain that the nominee holding the Series 2016 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2016 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2016 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2016 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Paying Agent on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest on the Series 2016 Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2016 Bonds at any time by giving reasonable notice to the City or paying agent. Under such circumstances, in the event that a successor depository is not obtained, the Series 2016 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, the Series 2016 Bond certificates will be printed and delivered to DTC.

Negotiability, Registration and Transfer of Bonds

So long as the Series 2016 Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to registration, transfer and exchange of the Series 2016 Bonds do not apply.

Series 2016 Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Series 2016 Bonds of the same maturity of any other authorized denominations.

The Series 2016 Bonds issued under the Bond Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in the Bond Resolution and in the Series 2016 Bonds. So long as any of the Series 2016 Bonds shall remain Outstanding, the City shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Series 2016 Bonds.

The transfer of any Series 2016 shall be registered only upon the books of the City, at the office of the Registrar, under such reasonable regulations as the City may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Upon the transfer of any such Series 2016 Bond, the City shall issue, and cause to be authenticated, in the name of the transferee a new Series 2016 Bond or Bonds of the same aggregate principal amount and maturity as the surrendered Series 2016 Bond. The City, the Registrar and any Paying Agent or fiduciary of the City may deem and treat the Person in whose name any Outstanding Series 2016 Bond shall be registered upon the books of the City as the absolute owner of such Series 2016 Bond, whether such Series 2016 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and interest on such Series 2016 Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Series 2016 Bond to the extent of the sum or sums so paid and neither the City nor the Registrar nor any Paying Agent or other fiduciary of the City shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to the Series 2016 Bonds, forthwith (a) following the fifteenth day prior to an interest payment date for the Series 2016 Bonds; (b) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Series 2016 Bonds; and (c) at any other time as reasonably requested by the Paying Agent, certify and furnish to the Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Series 2016 Bond shall effect payment of interest on such Series 2016 Bonds by mailing a check to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Series 2016 Bonds or the transfer of Series 2016 Bonds shall be registered, the City shall execute and the Register shall authenticate and deliver such Series 2016 Bonds in accordance with the provisions of the Bond Resolution. Execution of Series 2016 Bonds by the Mayor and Clerk for purposes of exchanging, replacing or registering the transfer of Series 2016 Bonds may occur at the time of the original delivery of the Series 2016 Bonds. All Series 2016 Bonds surrendered in any such exchanges or transfer shall be held by the Registrar in safekeeping until directed by the City to be cancelled by the Registrar. For every such exchange or registration of transfer, the City or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or registration of transfer. The City and the Registrar shall not be obligated to make any such exchange or transfer of Series 2016 Bonds during the period commencing on the fifteenth day of the month immediately proceeding an Interest Date on such Series 2016 Bonds and ending on such Interest Date, or, in the case of any proposed redemption of Series 2016 Bonds, then, for the Series 2016 Bonds subject to redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

Redemption

Optional Redemption. The Series 2016 Bonds maturing on or prior to October 1, 2026 are not subject to redemption prior to their stated maturities. The Series 2016 Bonds maturing on or after October 1, 2027 are redeemable prior to their stated dates of maturity, at the option of the City, in whole or in part on any date on or after October 1, 2026 (in such manner of selection of maturities as the City shall deem appropriate and by lot within maturities), at the redemption prices equal to the principal amount of the Series 2016 Bonds to be redeemed plus interest accrued to the date of redemption.

Mandatory Redemption. The Series 2016 Bonds maturing on October 1, 20__ shall be subject to mandatory redemption prior to maturity, by lot, in such manner as the Registrar may deem appropriate, at a redemption price equal to the principal amount thereof plus interest accrued to the date of redemption, on October 1, 20__, and on each October 1, thereafter, from Amortization Installments deposited in the Redemption Account, in the following principal amounts in the years specified:

Year	Amortization Installments
October 1, 20__	
October 1, 20__*	

*Maturity

The Series 2016 Bonds maturing on October 1, 20__ shall be subject to mandatory redemption prior to maturity, by lot, in such manner as the Registrar may deem appropriate, at a redemption price equal to the principal amount thereof plus interest accrued to the date of redemption, on October 1, 20__, and on each October 1, thereafter, from Amortization Installments deposited in the Redemption Account, in the following principal amounts in the years specified:

Year	Amortization Installments
October 1, 20__	
October 1, 20__*	

*Maturity

Notice of Redemption

Notice of redemption, which shall specify the Series 2016 Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the City, and (A) shall be filed with the Paying Agents of such Series 2016 Bond and (B) shall be mailed first class, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the redemption date to all Holders of the Series 2016 Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice. Failure to mail notice to the Holders of the Series 2016 Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of Series 2016 Bonds as to which no such failure or defect has occurred.

Each notice of redemption shall state: (1) the CUSIP numbers of all Series 2016 Bonds being redeemed, (2) the original issue date of such Series 2016 Bonds, (3) the maturity date and rate of interest borne by each Series 2016 Bond being redeemed, (4) the redemption date, (5) the redemption price, (6) the date on which such notice is mailed, (7) if less than all Outstanding Series 2016 Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Series 2016 Bond, the principal amount) of each Series 2016 Bond to be redeemed, (8) that on such redemption date there shall become due and payable upon each Series 2016 Bond to be redeemed the redemption price thereof, or the redemption price of the specified portions of the principal thereof in the case of Series 2016 Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable, (9) that the Series 2016 Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the redemption price at the designated office of the Registrar at an address specified, and (10) unless sufficient funds have been set aside by the City for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption; and provided, further, that such notice and the redemption set forth therein may be subject to the satisfaction of one or more additional conditions set forth therein.

Redemption of Portions of Series 2016 Bonds

Any Series 2016 Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by or written instrument of transfer in form satisfactory to the Register duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the City shall execute and the Registrar shall authenticate and deliver to the Holder of such Series 2016 Bond, without service charge, a new Series 2016 Bond or Series 2016 Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2016 Bonds so surrendered.

Payment of Redeemed Series 2016 Bonds

Notice of redemption having been given substantially as aforesaid, the Series 2016 Bonds or portions of Series 2016 Bonds so to be redeemed shall, on the redemption date become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2016 Bonds or portions of Series 2016 Bonds shall cease to bear interest. Upon surrender of such Series 2016 Bonds for redemption in accordance with said notice, such Series 2016 Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate redemption price, plus accrued interest. Each check or other transfer of funds issued by the Paying Agent to pay the redemption price of Series 2016 Bonds being redeemed shall bear the CUSIP number or numbers of such

Series 2016 Bonds and identify the payments applicable to each CUSIP number. All Series 2016 Bonds which have been redeemed shall be canceled by the Registrar and shall not be reissued.

SECURITY FOR THE SERIES 2016 BONDS

General

The principal of and interest on the Series 2016 Bonds are payable, on a parity with the Series 2010 Bond and any Additional Bonds hereafter issued, solely from and secured by a prior lien upon and a pledge of (i) the Public Service Tax Revenues, (ii) the Franchise Fee Revenues, (iii) the Communication Services Tax Revenues, and (iv) until applied in accordance with the provisions of the Bond Resolution, all moneys, including investments thereof, in the funds and accounts established pursuant to the Bond Resolution other than the Unrestricted Revenue Account and the Rebate Fund (collectively, the "Pledged Funds").

NEITHER THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, AND INTEREST ON THE SERIES 2016 BONDS AND HOLDERS SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE CITY, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, FOR THE PAYMENT OF SUCH PRINCIPAL AND INTEREST. THE SERIES 2016 BONDS AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE CITY, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE SECURED SOLELY BY AND BE PAYABLE FROM,THE PLEDGED FUNDS.

Public Service Tax Revenues

General. The Bond Resolution defines the Public Service Tax as the public service tax revenues authorized to be levied and collected pursuant to Section 166.231, Florida Statutes (the "Public Service Tax Statute"), and Chapter 19, Article II of the City Code (the "Public Service Tax Ordinance").

Pursuant to the Public Service Tax Statute, a municipality may levy a tax on the purchase of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service and services competitive with such services as determined by City ordinance. The Public Service Tax Statute requires that the tax shall generally be levied only upon purchases within the municipality and shall not exceed 10 percent of the payments (or at the option of the municipality the applicable physical unit) received by the seller of the taxable item from the purchaser for the purchase of such service. Purchase of electricity means the purchase of electric power by a person who will consume it within the municipality.

Pursuant to the Public Service Tax Ordinance, the City levies the Public Service Tax on each and every purchase in the City of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), and fuel oil based upon the charge made by the seller to the purchaser for such utility service or commodities at the maximum 10% allowed by the Public Service Tax Statute, except that fuel oil is taxed at a rate of $0.024 per gallon.

The Public Service Tax is not imposed against any fuel adjustment charge which is defined as all increases in the cost of utility services to the ultimate consumer resulting from an increase in the cost of

fuel to the utility subsequent to October 1, 1973. Pursuant to the Public Service Tax Statute, the following are exempt from the Public Service Tax (i) purchases by the United States Government, State of Florida, all counties, school districts, and municipalities of the state, public bodies exempted by law or court order, (ii) purchases of natural gas, manufactured gas or fuel oil, by a public or private utility either for resale or for use as fuel in the generation of electricity, or (iii) the purchase of fuel oil or kerosene for use as an aircraft engine fuel or propellant or for use in internal combustion engines. The City has also exempted purchases by any church, educational or worship facilities, including one parsonage per church.

The Public Service Tax is to be collected by the seller of the taxable item from the purchase at the time of the payment for such service. Pursuant to the Public Service Tax Ordinance, the seller is to remit the taxes collected to the city on a monthly basis. Except as otherwise provided under Florida law, the seller shall be liable for taxes that are due and not remitted to the municipality.

The Public Service Tax Ordinance provides that it is unlawful for any seller to collect the price of any sale of the above described services without, at the same time, collecting the Public Service Tax levied with respect to said sale or sales. Any seller failing to collect said tax at the time of collecting the price of any sale is liable to the City for the amount of said tax as if the same had actually been paid to the seller.

Factors Affecting Public Service Tax. The amount of Public Service Tax collected by the City may fluctuate as the price of motor fuel, gas and electricity fluctuates. The amount of Public Service Tax collected by the City may also be affected by changes in the electric utility industry. The electric utility industry in general has been, or in the future may be, affected by a number of factors which could have a materially adverse impact upon the financial condition of an electric utility. Such factors include, among others; (i) increases or decreases in the dollar value of taxable sales in the City, (ii) legislative change, (iii) technological advances which could affect consumer preferences, (iv) effects of inflation on the operating and maintenance costs of an electric utility and its facilities, (v) changes from projected future load requirements, (vi) increases in costs and uncertain availability of capital, (vii) shifts in the availability and relative costs of different fuels, (viii) effects of compliance with rapidly changing environmental, safety, licensing and regulatory requirements, (ix) changes resulting from conservation and demand side management programs on the timing and use of electric energy, (x) changes that might result from a national energy policy and (xi) effects of open retail competition from other suppliers of electricity through de-regulation. Any of these factors could have a material adverse effect on the financial condition of any electric utility and likely would affect individual utilities in different ways. In turn these factors could reduce the amount of Public Service Tax Revenues collected based upon a reduction of the use of electric energy and/or a reduction in electric energy charges.

The following table shows the historical revenue collections by the City from the Public Service Tax for the Fiscal Years ended September 30, 2011 through and including 2015 (audited) and unaudited revenue collections year to date, through September 24, 2016, for Fiscal Year Ended September 30, 2016.

Historical Public Service Tax Revenues

Commodity	2011	2012	2013	2014	2015	2016 (budget)	2016 (YTD)[1]
Electricity	$1,197,383	$1,188,420	$1,294,321	$1,249,863	$1,424,368	$1,366,765	$1,331,194
Gas	32,649	30,696	32,264	30,774	30,933	33,146	25,519
Propane	11,962	17,476	17,113	21,933	22,095	19,726	21,050
Total	$1,241,994	$1,236,592	$1,343,698	$1,302,570	$1,477,396	$1,419,637	$1,377,763

(1) As of September 24, 2016, with one month due for Electricity and Propane and two months due for Gas.
Source: Department of Finance, City of Cocoa, Florida.

Franchise Fee Revenues

The City is authorized by Section 180.14, Florida Statutes, to grant nonexclusive, revocable franchises to construct, reconstruct, operate and maintain, cable communications systems, telephone and telegraph facilities, and natural gas and electricity transmission and distribution facilities. The City currently has three franchise agreements that generate the Franchise Fees (collectively, the "Franchise Agreements") pledged for the payment of the Series 2016 Bonds.

Electric Franchise. Pursuant to Ordinance No. 15-2010 duly enacted by the City Council on September 28, 2010, the City granted to Florida Power & Light, its successors and assigns ("FPL"), the nonexclusive franchise to construct, maintain and operate with respect to electrical construction and maintenance for a period of thirty (30) years, which franchise agreement was superseded by a franchise agreement with FPL approved by the City on September 27, 2011 pursuant to Ordinance No. 15-2011. In consideration for the grant of the franchise, FPL must remit to the City an annual amount which, when added to the amount of all licenses, excises, fees, charges and other impositions of any kind (except ad-valorem property taxes and non ad-valorem property assessments), levied or imposed by the City against FPL's property, business or operations for the monthly billing period ending sixty (60) days prior to each scheduled monthly payment, will be equal to six percent (6%) of FPL's revenues from the sale of electrical energy to residential, commercial, and industrial customers within the corporate limits of the City for the monthly billing period ending 60 days prior to such payment, less write offs. Such amount is required to be paid monthly. The franchise agreement is non exclusive.

The FPL franchise agreement terminates on October 3, 2041. However, subject to certain cure rights of the City, it may be earlier terminated by FPL, under certain circumstances, including (i) if the City grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within the City or compete on terms which FPL determines are more favorable than the term of the FPL franchise agreement, (ii) if, as a result of federal or state legislative or regulatory action, any person is permitted to provide electric service within the City to a customer then being serviced by FPL or any new applicant that could be served by FPL and FPL determines it places FPL at a disadvantage or (iii) if the City fails to comply in any substantial respect with any of the provisions of the FPL franchise agreement.

Gas Franchise. Pursuant to Ordinance No. 3-93 duly enacted by the City Council on April 27, 1993, the City granted City Gas Company of Florida, its successors and assigns ("City Gas"), the non-exclusive franchise to construct, maintain and operate facilities for the purpose of transmission,

distribution and selling of natural gas for a period of thirty (30) years. In consideration for the grant of the franchise, City Gas must remit to the City an annual amount equal to six percent (6%) of City Gas's gross revenues from the sale or distribution of gas to consumers by City Gas within the corporate limits of the City. Such amount is required to be paid in monthly installments within thirty days following the preceding calendar month. Ordinance No. 3-93 provides that in the event of a material change in federal or state law or regulatory agency rule, or in the event City Gas enters into a franchise with Brevard County or any city in Brevard County which provides City Gas more favorable terms than as provided in Ordinance No. 3-93, both parties agree to renegotiate the terms of the City Gas franchise.

The City Gas franchise agreement will terminate by its terms on April 27, 2023, which is prior to the final maturity of the Series 2016 Bonds.

Solid Waste Franchise. Pursuant to Ordinance No. 39-2006 duly enacted by the City Council on January 9, 2007, the City granted to Waste Management Inc. of Florida, its successors and assigns ("Waste Management"), the exclusive franchise for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials. The franchise agreement was first extended pursuant to Ordinance No. 069-2011 duly enacted by the City on July 26, 2011 and extended again for the second and final extension period pursuant to Ordinance No. 05-2016 duly enacted by the City on March 22, 2016. The City charges a franchise fee equal to 10% of the cost of the solid waste service charged to the customers by Waste Management. The franchise fee is in turn billed to customers.

The Waste Management franchise agreement will terminate by its terms on September 30, 2021, which is prior to the final maturity date of the Series 2016 Bonds.

The following table shows the historical revenue collections by the City from each of the three franchisees for each of the Fiscal Years ended September 30, 2011 through and including 2015 (audited) and unaudited revenue collections year to date, through September 24, 2016, for Fiscal Year ended September 30, 2016.

Historical Franchise Fee Revenues

Franchisee	2011	2012	2013	2014	2015	2016 (budget)	2016 (YTD) [1]
Electric (FPL)	$1,191,962	$1,133,030	$1,129,476	$1,183,581	$1,218,407	$1,147,351	$837,722
Gas (City Gas)	37,066	30,631	34,073	35,948	32,827	36,663	28,000
Solid Waste (Waste Management)	185,427	163,704	169,278	172,809	176,691	176,446	163,268
Total	$1,414,455	$1,327,365	$1,332,827	$1,392,338	$1,427,925	$1,360,460	$1,028,990

(1) As of September 24, 2016, with three months due for FPL, two months due for City Gas and one month due for Waste Management.

Source: Department of Finance, City of Cocoa, Florida.

Communication Services Tax Revenues

The Communication Services Simplification Act, enacted by Chapter 2000-260, Laws of Florida, as amended by Chapter 2001-140, Laws of Florida, and now codified in part as Chapter 202, Florida

Statutes (the "CSTA") established, effective October 1, 2001, a local Communication Services tax on the sale of Communication Services as defined in Section 202.11, Florida Statutes, and as of the same date repealed Section 166.231(9), Florida Statutes, which previously granted municipalities the authority to levy a utility services tax on the purchase of telecommunication services. Section 202.19, Florida Statutes, authorizes counties and municipalities to levy a discretionary Communication Services tax on Communication Services (the "Communications Service Tax"). The revenues that are received by the City from such Communication Services Tax which derive from the Local Communication Services Tax Clearing Trust Fund (the "Trust Fund") created with the Florida Department of Revenue ("FDOR") pursuant to Section 202.193, Florida Statutes (i.e., the "Communication Services Tax Revenues") may be pledged for the repayment of current or future bonded indebtedness. Pursuant to Sections 202.19(1) and 337.401, Florida Statutes and Ordinance No. 9-2001 duly enacted by the City Council on July 10, 2001 and Ordinance No. 24-2002 duly enacted by the City Council on August 29, 2002, the City imposes the Communication Services Tax at a rate of 5.52%.

"Communication services" under the CSTA are defined as the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including cable services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. The term does not include:

(a) Information services.
(b) Installation or maintenance of wiring or equipment on a customer's premises.
(c) The sale or rental of tangible personal property.
(d) The sale of advertising, including, but not limited to, directory advertising.
(e) Bad check charges.
(f) Late payment charges.
(g) Billing and collection services.
(h) Internet access service, electronic mail service, electronic bulletin board service, or similar on-line services.

However, such services have historically been taxed if the charges for such services are not stated separately from the charges for Communication Services, on a customer's bill.

The sale of Communication Services to (i) the federal government, or any instrumentality or agency thereof, or any entity that is exempt from state taxes under federal law, (ii) the state or any county, municipality or political subdivision of the state when payment is made directly to the dealer by the governmental entity, and (iii) any educational institution (which includes state tax-supported and nonprofit private schools, colleges and universities and nonprofit libraries, art galleries and museums, among others), home for aged or religious institutions (which includes, but is not limited to, organizations having an established physical place for worship at which nonprofit religious services and activities are regularly conducted) that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") are exempt from the Communication Services Tax .

The CSTA provides that, to the extent that a provider of Communication Services is required to pay to a local taxing jurisdiction a tax, charge, or other fee under any franchise agreement or ordinance with respect to the services or revenues that are also subject to the Communication Services Tax, such provider is entitled to a credit against the amount of such Communication Services Tax payable to the State in the amount of such tax, charge, or fee with respect to such service or revenues. The amount of

such credit is deducted from the amount that such local taxing jurisdiction is entitled to receive under Section 202.18(3), Florida Statutes.

Under the CSTA, local governments must work with the FDOR to properly identify service addresses to each municipality and county. If a jurisdiction fails to provide the FDOR with accurate service address information, the local government risks losing tax proceeds that it should properly receive. The City believes it has provided the FDOR with all information that the FDOR has requested as of the date hereof and that such information is accurate.

Providers of Communication Services collect the Communication Services Tax and may deduct 0.75% as a collection fee (or 0.25% in the case of providers who do not employ an enhanced zip code database or a data base that is either supplied or certified by the FDOR). The Communication Services providers remit the remaining proceeds to the FDOR for deposit into the Trust Fund. The FDOR then makes monthly contributions from the Trust Fund to local governments after deducting up to 1% of the total revenues generated as an administrative fee.

The federal Internet Tax Freedom Act ("ITFA") imposes a moratorium on taxation of Internet access by states and political subdivisions. As amended by the Internet Tax Nondiscrimination Act ("ITNA"), the ITFA may have a material adverse effect upon future collections of the Communication Services Tax Revenues. Signed by President George W. Bush on December 3, 2004, the ITNA extended the ITFA until November 1, 2007. Federal legislation was introduced on April 19, 2005 in the United States Congress, and referred to subcommittee on July 1, 2005, to permanently eliminate the expiration date of the ITFA. Effective November 1, 2003, "Internet access" was amended to include telecommunication services purchased, used or sold by a provider of internet access to provide Internet access. "Internet access" now also includes related communication services, such as email and instant messaging. The definition of "Internet access" was revised, in part, to eliminate existing language which could be read to allow providers of communication services to exclude from taxation charges for Internet access services which are bundled for a single price with taxable communication services. "Telecommunications," as amended, includes un-regulated non-utility telecommunications, such as cable services. Application of the amended definition of "Internet access" was delayed until June 30, 2008 for state or local tax on Internet access that was: (1) generally imposed and actually enforced on telecommunication services, or (2) the subject of litigation instituted in a state court prior to July 1, 2007. Prior to December 3, 2004, under the CSTA, according to FDOR, when charges for internet access services were not separately stated on a customer's bill, the entire charge was taxed, regardless of whether the charge includes internet access or telecommunication services used to provide internet access.

In September, 2014, President Barack Obama executed House Joint Resolution No. 124 which extended the ITFA until December 11, 2014. Later, ITFA was extended through October 1, 2015, as part of the Consolidated and Further Continuing Appropriations Act (P.L. 113-235), but no additional changes were made. ITFA was extended through October 1, 2016, as part of the 2016 Consolidated Appropriations Act (P.L. 114-113). Lastly, P.L. 114-125 extended the moratorium on taxing Internet access permanently, and temporarily extended the grandfather clause provision through June 30, 2020. The negative impact on future collections of the Communication Services Tax Revenues because of the ITFA or the ITNA cannot be determined at this time.

The amount of Communication Services Tax Revenues received by the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within the City, (ii) legislative changes, and/or (iv) technological advances which could affect consumer

preferences, such as Voice over Internet Protocol ("VoIP"). VoIP is a less expensive technology that allows telephone calls to be made in digital form using a broadband Internet connection, rather than an analog phone line, and has the potential to supplant traditional telephone service. It is possible that VoIP could either reduce the dollar volume of taxable sales within the City or will be a non-taxable service altogether.

In 2012, pursuant to Chapter 2012-70, Laws of Florida ("Chapter 2012-70"), a number of provisions regarding the Communication Services Tax were modified, including, but not limited to, provisions regarding the manner in which the Communication Services Tax is levied, definitional changes, including the addition of a definition of "internet access service" and the amendment of the definition of "sales price" to expand the existing provisions relating to what charges a Communication Services Tax dealer may exclude from the taxable sales price of Communication Services (certain charges may now be excluded if they are separately itemized on a customer's bill, or can be reasonably identified in the seller's books and records), and revision of statutory provisions that govern the liability of a Communication Services Tax dealer regarding underpayment resulting from the dealers assignment of customers to local taxing jurisdictions for the purpose of imposing the Communication Services Tax. There can be no assurance that similar or additional legislation or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the collection of the Communication Services Tax revenues.

The following table shows the historical revenue collections by the City from the Communication Services Tax for the Fiscal Years ended September 30, 2011 through and including 2015 (audited) and unaudited revenue collections year to date, through September 24, 2016, for Fiscal Year ended September 30, 2016.

Historical Communication Services Tax Revenues

	2011	2012	2013	2014	2015	2016 (budget)	2016 (YTD)
Communication Services Tax Revenues	$820,814	$763,310	$809,157	$709,003	$665,150	$673,741	$482,012

(1) As of September 24, 2016 with two months due.
Source: Department of Finance, City of Cocoa, Florida.

Historical Debt Service Coverage

The following table shows the historical debt service coverage of the Public Service Tax Revenues, Franchise Fee Revenues and Communication Services Tax Revenues for Fiscal Years ended September 30, 2011 through and including 2015.

Historical Debt Service Coverage

	2011	2012	2013	2014	2015
Pledged Funds	$3,477,263	$3,327,267	$3,485,682	$3,403,911	$3,570,471
Annual Debt Service[(1)]	$738,496	$1,038,275	$1,021,050	$1,022,488	$1,023,350
Coverage	4.71x	3.20x	3.41x	3.33x	3.49x

Source: Department of Finance, City of Cocoa, Florida.

(1) Includes debt service on the Series 2007 Bonds, which will be fully defeased upon issuance of the Series 2016 Bonds, and the Series 2010 Bond.

No Debt Service Reserve Fund

No debt service reserve fund or account will be created or held under the Bond Resolution with respect to the Series 2016 Bonds and the Series 2016 Bonds will not be secured by any debt service reserve fund or account created under the Bond Resolution.

Disposition of Pledged Funds

The Bond Resolution provides that the City shall promptly deposit upon receipt by the City the Public Service Tax Revenues, the Franchise Fee Revenues and Communication Services Tax Revenues into the Restricted Revenue Account. The moneys in the Restricted Revenue Account shall be deposited or credited on or before the fourth day prior to the end of each month in the following manner and in the following order of priority:

Interest Account. The City shall deposit or credit to the Interest Account the sum which, together with the balance in said Account, shall equal the interest on all of the Outstanding Bonds accrued and unpaid and to accrue to the end of the then current calendar month (assuming that a year consist of twelve (12) equal calendar months of thirty (30) days each). Moneys in the Interest Account shall be applied by the City for deposit with the Paying Agent to pay the interest on the Bonds on or prior to the date the same shall become due. The City shall adjust the amount of the deposit to the Interest Account not later than a month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest on the Bonds coming due on such Interest Date. Except as required with respect to the Reserve Account, no further deposit need be made to the Interest Account when the moneys therein are equal to the interest coming due on the Outstanding Series 2016 Bonds on the next succeeding Interest Date.

Principal Account. Commencing in the month which is one year prior to the first principal due date or Amortization Installment due date (or if the first principal due date is less than one year from the date of issuance of the Series 2016 Bonds, the month immediately following the issuance of the Series 2016 Bonds), the City shall next deposit into the Principal Account the sum which, together with the balance in said Account, shall equal the principal amount or Amortization Installment on the Outstanding Bonds due and unpaid and that portion of the principal or Amortization Installment next due which would have accrued on such Bonds during the then current calendar month if such amounts were deemed to accrue monthly (assuming that a year consists of twelve (12) equal calendar months having thirty (30) days each) in equal amounts from the next preceding principal payment due date or Amortization Installment due date, or, if there is no such preceding due date, from a date one year preceding the due date of such principal amount or Amortization Installment. Moneys in the Principal Account shall be applied by the City for deposit with the Paying Agent to pay the principal of or Amortization Installment on the Bonds on or prior to the date the same shall mature or be due, and for no other purpose. The City shall adjust the amount of the deposit to the Principal Account not later than the month immediately preceding any principal or Amortization Installment payment date so as to provide sufficient moneys in the Principal Account to pay the principal or Amortization Installment on the Bonds becoming due on such payment date. No further deposit need be made to the Principal Account when the moneys therein are equal to the principal amount coming due on the Outstanding Bonds on the next succeeding principal or Amortization Installment payment.

Reserve Account. The City shall next deposit into the Reserve Account a sum sufficient to maintain therein an amount equal to the Reserve Account Requirement. Moneys in the Reserve Account shall be used only for the purpose of the payment of principal of or interest on the applicable Series of Bonds (whether at maturity or by redemption) in the event there is a deficiency in the Principal, Interest or Redemption Accounts for such purpose. However, whenever the moneys on deposit in the Reserve Account exceed the Reserve Account Requirement for such Series of Bonds, such excess shall be deposited into the Interest Account, and, thereafter, to the accounts and in the order of priority indicated for amounts on deposit in the Restricted Revenue Account of the Revenue Fund.

The Series 2016 Bonds will not be secured by any debt service reserve fund or reserve account under the Bond Resolution.

Make-up Deposit. There shall be next deposited to the Interest Account and the Principal Account, in that order, sufficient moneys such that the amounts on deposit therein shall equal, respectively, the interest and principal or Amortization Installment next coming due on all Outstanding Bonds during the current Bond Year.

Credit Provider Payments. There shall be next paid to the Credit Facility Providers, issuers of Reserve Account Letters of Credit and Reserve Account Insurance Policies all amounts due to such providers, if any.

Unrestricted Revenue Account. The balance of any moneys, after the deposits required by paragraphs (1) through (5) above, may be transferred, at the discretion of the City, to the Unrestricted Revenue Account or any other appropriate fund and account of the City and may be used for any lawful purpose including, without limitation, the early redemption of Bonds. In the event moneys on deposit in the Interest Account and the Principal Account on the third day prior to an Interest Date are not sufficient to pay the principal of, Amortization Installment, and interest on the Bonds coming due on such Interest Date, the City shall transfer moneys from the Unrestricted Revenue Account, if any, to the appropriate Account of the Debt Service Fund to provide for such payment. Any moneys remaining in the Unrestricted Revenue Account on each Interest Date may be used for any lawful purpose.

The City, in its discretion, may use moneys in the Principal Account and the Interest Account to purchase or redeem Outstanding Bonds coming due on the next principal payment date, provided such purchase does not adversely affect the City's ability to pay the principal, Amortization Installment, and or interest coming due on such payment date on the Bonds not so purchased.

Additional Bonds

Except as provided below, the City covenants in the Bond Resolution not to incur any other obligations or indebtedness payable on a parity from the Pledged Funds on a parity with the Series 2016 Bonds, unless:

(A) there shall have been obtained and filed with the City a statement of the Finance Director or his or her designee: (1) stating that he or she has examined the books and records of the City relating to the Public Service Tax Revenues, the Franchise Fee Revenues and the Communication Services Tax Revenues, which have been received by the City for deposit to the Restricted Revenue Account; (2) setting forth the amount of such Public Service Tax Revenues, Franchise Fee Revenues and Communication Services Tax Revenues received by the City during any twelve (12) consecutive months designated by the City within the eighteen (18) months immediately preceding the date of delivery of

such Additional Bonds with respect to which the statement is made; and (3) stating that the amount of such Public Service Tax Revenues, Franchise Fee Revenues and Communication Services Tax Revenues received by the City for such twelve month period equals at least 1.25 times the Maximum Annual Debt Service on all Bonds then Outstanding and the Additional Bonds with respect to which the statement is made. Such report by the Finance Director may be based upon a certification of such manner by the City's Financial Advisor;

(B) For the purpose of determining the Maximum Annual Debt Service under the Bond Resolution, the interest rate on any variable rate Additional Series 2016 Bonds then proposed to be issued and on any Outstanding variable rate Bonds shall be deemed to be equal to the interest rate for 20-year revenue bonds published by the Bond Buyer no more than two weeks prior to sale of the variable rate Additional Bonds, provided such rate shall not be greater than the Maximum Interest Rate;

(C) Additional Bonds shall be deemed to have been issued pursuant to the Bond Resolution the same as Outstanding Bonds, and all other covenants and other provisions of the Bond Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Series 2016 Bonds issued pursuant to the Bond Resolution. Except as provided in the Bond Resolution, all Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Funds and their sources and security for payment thereof therefrom without preference of any Series 2016 Bond over any other, provided however, that the City shall include a provision in any Supplemental Resolution authorizing the issuance of variable rate Additional Bonds pursuant to the Bond Resolution that in the event the principal thereof is accelerated due to such Bonds being held by the Credit Facility Provider, the lien of any accelerated debt due and owing such Credit Facility Provider, on the Pledged Funds shall be subordinate in all respects to the pledge of the Pledged Funds created by the Bond Resolution; and

(D) In the event any Additional Bonds are issued for the purpose of refunding any Series 2016 Bonds then Outstanding, the conditions of Section 5.02 of the Bond Resolution shall not apply, provided that the issuance of such Additional Bonds shall result in a reduction of aggregate debt service, except that Section 5.02(A) in the Bond Resolution shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to the Additional Bonds issued for refunding purposes which cannot meet the conditions in this paragraph.

Books and Records

The City will keep books and records of the receipt of the Public Service Tax Revenues, the Franchise Fee Revenues and Communication Services Tax Revenues in accordance with generally accepted accounting principles applicable to entities similar to the City.

No Impairment

The City has covenanted that the pledging of the Pledged Funds in the manner provided in the Bond Resolution shall not be subject to repeal, modification or impairment by any subsequent resolution or other proceedings of the City unless the City shall have provided such additional or supplemental funds which shall be sufficient to retire such Series 2016 Bonds and the interest thereon in accordance with their terms.

Receipt of Public Service Tax Revenues

The City covenants in the Bond Resolution to do all things necessary or required on its part by the Act, or otherwise to maintain the levy, collection and receipt of the Public Service Tax Revenues. The City shall exercise all legally available remedies to enforce such levy, collection and receipt now or hereafter available under law. The City will not take any action or enter into any agreement that shall result in reducing the level of Public Service Tax Revenues received by the City from that level prevailing at the time the City takes such action or entered into such agreement.

Receipt of Franchise Fee Revenues

The City covenants in the Bond Resolution to make its best efforts and to continue to impose and collect Franchise Fee Revenues, including but not limited to, renewing franchises that expire and granting new franchises when desirable to the City, all upon terms and conditions that are determined by the City to be most beneficial and favorable to the City and Bondholders.

Receipt of Communication Services Tax Revenues

The City covenants in the Bond Resolution to do all things necessary or required on its part by the Act, or otherwise to maintain the levy, collection and receipt of the Communication Services Tax Revenues. The City shall exercise all legally available remedies to enforce such levy, collection and receipt now or hereafter available under law. The City will not take any action or enter into any agreement that shall result in reducing the level of Communication Services Tax Revenues received by the City from that level prevailing at the time the City takes such action or enters into such agreement.

Investments

Moneys on deposit in the Construction Fund, the Restricted Revenue Account and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Construction Fund, the Restricted Revenue Account and the Debt Service Fund, other than the Reserve Account, may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed for the purposes of such Fund or Account. Moneys on deposit in the Reserve Account may be invested in Authorized Investments which shall mature no later than five (5) years from the date of investment. All investments shall be valued at their market value at least once in each Fiscal Year.

Any and all income received by the City from the investment of moneys in the Construction Fund, the Interest Account, the Principal Account and the Restricted Revenue Account shall be retained in such respective Fund or Account.

Remedies

Subject to the rights of the Insurer, if any, to control remedies as described below, any Holder of Series 2016 Bonds issued under the provisions of the Bond Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in the Bond Resolution, and may enforce and compel the performance of all duties required by the Bond Resolution or by any applicable statutes to be performed by the City or

by any officer thereof, provided, however, that no Holder, trustee or receiver shall have the right to declare the Series 2016 Bonds immediately due and payable.

Subject to the rights of the Insurer, if any, to control remedies, the Holder or Holders of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Series 2016 Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to the Bond Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Finance Director. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the City and the trustee and notice of appointment shall promptly be given to all Holders of Bonds by first class mail, postage prepaid. After the appointment of the first trustee under the Bond Resolution, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Series 2016 Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

POTENTIAL MUNICIPAL BOND INSURANCE

In the event that the City elects to purchase a municipal bond insurance policy (the "Policy") with respect to all or a portion of the Series 2016 Bonds (referred to herein as the "Insured Bonds") from a municipal bond insurer (the "Insurer"), disclosure regarding the Insurer and the Policy will be included in the final Official Statement at this location and a specimen bond insurance policy will be attached hereto as an Appendix.

MUNICIPAL BOND INSURANCE RISK FACTORS

In the event of default of the payment of principal or interest with respect to the Insured Bonds when all or some becomes due, any owner of the Insured Bonds shall have a claim under the Policy for such payments. However, in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Insured Bonds by the Issuer which is recovered by the Issuer from the bond owner as a voidable preference under applicable bankruptcy law is covered by the Policy, however, such payments will be made by the Insurer at such time and in such amounts as would have been due absence such prepayment by the Issuer unless the Insurer chooses to pay such amounts at an earlier date.

So long as it is not in default under the Policy, the Insurer will be considered the sole Holder of any Insured Bonds for all purposes under the Trust Indenture (except the right of the Holders to receive any notice of default), including the right to direct and consent to any remedies and the right to consent to amendments to the Bond Resolution. See "APPENDIX C–BOND RESOLUTION" hereto.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Insured Bonds are payable solely from the moneys received pursuant to the Bond Resolution. In the event the Insurer becomes obligated to make payments with respect to the Insured Bonds, no assurance is given that such event will not adversely affect the market price of the Insured Bonds or the marketability (liquidity) for the Insured Bonds.

The long-term insured ratings on the Insured Bonds are dependent in part on the financial strength of the Insurer and its claim paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the Insured Bonds will not be subject to downgrade and such event could adversely affect the market price of the Insured Bonds or the marketability (liquidity) for the Insured Bonds.

The obligations of the Insurer are contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

ESTIMATED SOURCES AND USES OF FUNDS

The table that follows summarizes the estimated sources and uses of funds to be derived from the sale of the Series 2016 Bonds.

Sources:	
Principal Amount of Series 2016 Bonds	
Net Original Issue Discount/Premium	
Other Legally Available Moneys	
Total Sources	
Uses:	
Deposit to Escrow Account[(1)]	
Costs of Issuance[(2)]	
Total Uses	

(1) To be applied to defease the Series 2007 Bonds. See "THE REFUNDING PLAN" herein.
(2) Includes premium for municipal bond insurance, if any, underwriter's discount, legal fees and miscellaneous costs of issuance.

DEBT SERVICE SCHEDULE

Fiscal Year Ending September 30	Series 2010 Bond[1]	Series 2016 Bonds Principal	Series 2016 Bonds Interest	Total Debt Service
2017	$307,037.50			
2018	305,450.00			
2019	309,662.50			
2020	306,687.50			
2021	308,550.00			
2022	305,250.00			
2023	306,787.50			
Total	$2,149,425.00			

(1) The Series 2010 Bond is outstanding in the principal amount of $1,711,000 and bears interest at a fixed rate equal to 2.50%, which rate is adjustable in the event of a determination of taxability, a loss of bank qualified status or a change in the corporate income tax rate that adversely affects the after tax yield of the Holder thereof.

PENSION AND OTHER POST EMPLOYMENT BENEFIT LIABILITIES

FRS Pension Plan

General. Employees of the City who elected to remain in the statewide Florida Retirement System ("FRS Pension Plan") as of March 1, 2009 and are employed by the City in a full-time regularly established position continue to participate in the FRS Pension Plan, a multiple-employer, cost sharing defined benefit plan. All rates, benefits and amendments are established by the State through its legislative body.

Contributions. The City contributed amounts to the FRS Pension Plan were $835,201, $907,923 and $622,364 for Fiscal Years ended 2015, 2014 and 2013, respectively, equal to the required contribution for each such year.

See "APPENDIX F - FRS PENSION PLAN AND HIS PROGRAM INFORMATION" hereto for information regarding the FRS Pension Plan and the health insurance subsidy (HIS) program. See also, Note IV C. Florida Retirement System, included in the Notes to Financial Statements in APPENDIX B hereto for the City's net pension liability for Fiscal Year ended September 30, 2015.

Defined Benefit Plans

In addition to the FRS Pension Plan, the City maintains three separate single employer defined benefit pension plans for firefighters, police and those full-time employees that did not elect to be in the FRS Pension Plan as of March 1, 2009.

Total Pension Liability for the general employees' pension plan, police officers' pension plan and firefighters' pension plan on September 30, 2015 was $16,663,250, $27,879,625 and $23,020,447, respectively. Such liabilities were determined by an actuarial valuation as of October 1, 2014 updated to September 30, 2015 using the following actuarial assumptions applied to all measurement periods:

	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Inflation	3.00%	3.00%	3.00%
Salary Increases	6.50%	6.50%	5.00%
Discount Rate	7.40%	8.00%	8.00%
Investment Rate of Return	7.40%	8.00%	8.00%

See Note IV D. Employee Retirement Plans – Defined Benefit Plans, included in the Notes to Financial Statements in APPENDIX A hereto for more information regarding the City's defined benefit plans.

Other Post Employment Benefits (OPEB)

General. The City administers a single-employer defined benefit healthcare plan that provides medical insurance to its employees and their eligible dependents. The City is required to provide eligible retirees the opportunity to participate in this plan at the same cost that is applicable to active employees. Employees and their dependents may elect to remain in this plan upon retirement up to age 65. After age

65 the City's insurance coverage becomes secondary to the retiree's Medicare insurance. The plan has 121 retirees and spouses receiving benefits and has a total of 419 active participants and dependents.

Funding Policy. The City is funding the OPEB plan on a pay as you go basis. The City pays insurance premiums for medical, dental and vision incurred by pre-Medicare retirees at rates of 100% for retirees hired prior to January 14, 1992 and 50% for retirees hired after January 14, 1992. Regardless of their dates of hire, department directors, one deputy director and the deputy (assistant) city manager receive 100% of the premium for life. These members are generally eligible for this benefit after ten years of employment with the City and having reached the age of 55. In all cases, retirees may purchase coverage for dependents at their expense. In addition to the explicit subsidies described above, there is an implied subsidy in the insurance premiums for all employees because the premium charged for retirees is the same as the premium charged for active employees who are younger than retirees on average.

For the Fiscal Year ended September 30, 2015, the City's contribution to the OPEB plan was $1,058,751 which included both an estimate of the implied subsidy and the explicit subsidy paid on behalf of eligible retirees.

Annual OPEB Cost and Net OPEB Obligation. The City's annual OPEB cost, amount contributed, percentage of annual OPEB cost contributed and net OPEB obligation for the Fiscal Years ended September 30, 2015, 2014 and 2013 were as follows:

	Annual OPEB Cost	Amount Contributed	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
9/30/2015	$2,536,044	$1,058,751	41.75%	$16,222,294
9/30/2014	$4,040,000	$1,161,000	28.74%	$14,745,000
9/30/2013	$3,812,000	$ 922,000	24.19%	$11,866,000

Funded Status and Funding Progress. The City is required to obtain an actuarial valuation at least every two years. The most recent actuarial valuation was performed as of October 1, 2014 and estimated the actuarial accrued liability for benefits as of October 1, 2014 to be $34,106,567, all of which is unfunded. The covered payroll was $19,107,681 and the ratio of unfunded actuarial accrued liability to the covered payroll was 178.5%.

See Note IV G. Other Post-Employment Benefits, included in the Notes to Financial Statements in APPENDIX B hereto for a description of the actuarial assumptions applied with respect to the City's actuarial accrued OPEB liability.

LEGAL MATTERS

Certain legal matters in connection with the validity of the Series 2016 Bonds and the issuance thereof by the City are subject to an approving legal opinion of Bryant Miller Olive P.A., Bond Counsel, whose approving opinion will be delivered concurrently with the issuance of the Series 2016 Bonds. The proposed text of the legal opinion of Bond Counsel is attached hereto as APPENDIX D. The actual legal opinion to be delivered may vary from the text of APPENDIX D, if necessary, to reflect facts and law on the date of delivery of the Series 2016 Bonds. The opinion will speak only as of its date and subsequent

distribution of it by recirculation of this Official Statement or otherwise shall not create any implication that subsequent to the date of the opinion, Bond Counsel has affirmed its opinion.

Certain legal matters will be passed on for the City by Garganese, Weiss & D'Agresta, P.A., City Attorney and Bryant Miller Olive P.A., Disclosure Counsel.

Bryant Miller Olive P.A. may, from time-to-time, serve as counsel to Stifel, Nicolaus & Company, Incorporated on matters unrelated to the issuance of the Series 2016 Bonds.

LITIGATION

There is no pending or, to the best of the City's knowledge, any threatened litigation against the City of any nature whatsoever, which in any way questions or affects the validity of the Series 2016 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the adoption of the Bond Resolution, or the pledge of the Pledged Funds. Neither the creation, organization or existence, nor the title of the present members of the City Council, or other officers of the City is being contested.

Various suits in the ordinary course of operations are pending against the City. While the ultimate effect of such litigation cannot be ascertained at this time, in the opinion of the City Attorney, the liabilities that may arise from such actions would not result in losses that would exceed the liability insurance limits in effect at the time the claim arose or otherwise materially affect the financial position of the City or results of operations.

TAX MATTERS

General

The Code establishes certain requirements which must be met subsequent to the issuance of the Series 2016 Bonds in order that interest on the Series 2016 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2016 Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2016 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2016 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The City has covenanted in the Bond Resolution with respect to the Series 2016 Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2016 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2016 Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Series 2016 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals or corporations; however, interest on the Series 2016 Bonds may be subject to the federal alternative minimum tax when any Bond is held by a corporation. The federal alternative minimum taxable income of a corporation must be increased by seventy-five percent (75%) of the excess of such corporation’s adjusted current

earnings over its alternative minimum taxable income (before this adjustment and the alternative tax net operating loss deduction). "Adjusted Current Earnings" will include interest on the Series 2016 Bonds.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2016 Bonds. Prospective purchasers of Series 2016 Bonds should be aware that the ownership of Series 2016 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2016 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Series 2016 Bonds; (iii) the inclusion of interest on Series 2016 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Series 2016 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Series 2016 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the City, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2016 Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2016 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2016 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2016 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2016 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2016 Bonds and proceeds from the sale of Series 2016 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2016 Bonds. This withholding generally applies if the owner of Series 2016 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2016 Bonds

may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2016 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2016 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2016 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2016 Bonds. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2016 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for, or marketability of, the Series 2016 Bonds.

Prospective purchasers of the Series 2016 Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2016 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2016 Bonds maturing on October 1, ____ (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the Series 2016 Bonds maturing on October 1, ____ (collectively, the "Premium Bonds"), and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities of the City except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Office of Financial Regulation within the Florida Financial Services Commission (the "FFSC"). Pursuant to administrative rulemaking, the FFSC has required the disclosure of the amounts and types of defaults, any legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the City, and certain additional financial information, unless the City believes in good faith that such information would not be considered material by a reasonable investor. The City is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

At the time of the delivery of the Series 2016 Bonds, the Verification Agent will deliver a report on the mathematical accuracy of the computations contained in schedules provided to them and prepared by the Underwriter on behalf of the City relating to (a) the sufficiency of the anticipated cash and maturing principal amounts and interest on the cash and Refunding Securities in the Escrow Account to pay, when due, the principal, whether at maturity or upon prior redemption, interest and call premium requirements, if any, of the Series 2007 Bonds, and (b) the "yield" on the Series 2016 Bonds and on the Escrow Securities considered by Bond Counsel in connection with its opinion that the Series 2016 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code, as amended. The Verification Agent has restricted its procedures to examining the arithmetical accuracy of certain computations and has not made any study or evaluations of the assumptions and information on which the computations are based and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions, or the achievability of future events.

RATINGS

Standard and Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") has assigned its municipal bond rating of "____" to the Series 2016 Bonds. The rating reflects only the view of said rating agency and an explanation of the rating may be obtained only from said rating agency. There is no assurance that such rating will continue for any given period of time or that it will not be lowered or withdrawn entirely by the rating agency if in its judgment, circumstances so warrant. A downward change in or withdrawal of any of such rating may have an adverse effect on the market price of the Series 2016 Bonds. An explanation of the significance of the rating can be received from the rating agency at the following address: Standard & Poor's Ratings Services, 25 Broadway, New York, New York 10004.

FINANCIAL ADVISOR

Dunlap & Associates Inc., Winter Park, Florida, is serving as financial advisor to the City. The financial advisor has assisted in the preparation of the Official Statement, and in other matters relating to the planning, structuring and issuance of the Series 2016 Bonds, and has provided additional advice. Dunlap & Associates, Inc. is an SEC registered municipal advisor and is not engaged in the business of underwriting, marketing or trading of municipal securities or any other negotiable instruments.

FINANCIAL STATEMENTS

The Comprehensive Annual Financial Report of the City, at and for the fiscal year ended September 30, 2015, including the City's Financial Statements for such fiscal year and report thereon of the City's independent certified public accountants (the "Auditor"), has been included as APPENDIX B to this Official Statement as a matter of public record and the consent of the Auditor to include such documents was not requested. The Auditor was not requested to perform and has not performed any services in connection with the preparation of this Official Statement or the issuance of the Series 2016 Bonds.

UNDERWRITING

The Underwriter has agreed, subject to certain conditions, to purchase the Series 2016 Bonds from the City at an aggregate purchase price of $_____ (which includes a par amount of $_____, less a net original issue discount of $_____ and less an Underwriter's discount of $_____). The Underwriter's obligations are subject to certain conditions precedent, and it will be obligated to purchase all of the Series 2016 Bonds, if any Series 2016 Bonds are purchased. The Series 2016 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2016 Bonds into investment trusts) at prices lower than the public offering prices, and such public offering prices may be changed from time to time by the Underwriter.

ENFORCEABILITY OF REMEDIES

The remedies available to the Holders of the Series 2016 Bonds and the Insurer, if any, upon an event of default under the Bond Resolution are in many respects dependent upon judicial actions which

are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by the Bond Resolution may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2016 Bonds will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The remedies granted to the Series 2016 Bondholders and the Insurer, if any, under the Bond Resolution do not include the power to accelerate the principal of and redemption provisions of the Series 2016 Bonds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the Series 2016 Bondholders to provide certain financial information and operating data relating to the City and the Series 2016 Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. The City has agreed to file annual financial information and operating data and the audited financial statements with each entity authorized and approved by the SEC to act as a repository (each a "Repository") for purposes of complying with Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934 (the "Rule"). Effective July 1, 2009, the sole Repository is the Municipal Securities Rulemaking Board.

The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "APPENDIX E – FORM OF CONTINUING DISCLOSURE CERTIFICATE" hereto. The Continuing Disclosure Certificate shall be executed by the City upon the issuance of the Series 2016 Bonds. The covenants in the Continuing Disclosure Certificate have been made in order to assist the Underwriter in complying with the continuing disclosure requirements of the Rule. With respect to the Series 2016 Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule.

With respect to a prior undertaking by the City to provide continuing disclosure in connection with its issuance of the Series 2007 Bonds, the City failed to timely file certain financial information and operating data for Fiscal Years 2011 and 2012 and failed to file notices of late filing with respect thereto. The City has engaged Digital Assurance Corporation as its dissemination agent and intends to fully comply with its continuing disclosure obligations in the future.

CONTINGENCY OF FEES

The City has retained Bond Counsel, the Financial Advisor and Disclosure Counsel with respect to the authorization, sale, execution and delivery of the Series 2016 Bonds. Payment of the fees of such professionals and an underwriting discount to the Underwriter is contingent upon the issuance of the Series 2016 Bonds.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The references, excerpts, and summaries of all documents, statutes, and information concerning the City and certain reports and statistical data referred to herein do not purport to be complete, comprehensive and definitive and each such summary and reference is qualified in its entirety by

reference to each such document for full and complete statements of all matters of fact relating to the Series 2016 Bonds, the security for the payment of the Series 2016 Bonds and the rights and obligations of the Holders thereof and to each such statute, report or instrument. Copies of such documents may be obtained from the office of the City Clerk, 65 Stone Street, Cocoa, Florida 32922 (321) 433-8484.

AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement has been duly authorized and approved by the City. At the time of delivery of the Series 2016 Bonds, the City will furnish a certificate to the effect that nothing has come to their attention which would lead them to believe that the Official Statement (other than information herein related to the Insurer, if any, the Policy, if any, DTC, the book-entry only system of registration and the information contained under the caption "TAX MATTERS" as to which no certification will be made), as of its date and as of the date of delivery of the Series 2016 Bonds, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Official Statement is intended to be used, or which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

CITY OF COCOA, FLORIDA

By: _____
Mayor

By: _____
City Manager

APPENDIX A

GENERAL INFORMATION – CITY OF COCOA, FLORIDA

General

The City of Cocoa, Florida (the "City" or "Cocoa"), incorporated as a village in 1895 and as a city in 1913. The City has a population of approximately 18,833. The City lies on the east coast midway between the cities of Titusville to the north and Melbourne to the south in central Brevard County. The City is located on the scenic Indian River Lagoon in east central Florida. With direct access to Interstate 95, US Highway 1, State Road 528 and State Road 520, Cocoa is positioned to take advantage of its close proximity to Port Canaveral, Orlando International Airport and Melbourne International Airport.

The City provides a wide range of services normally associated with a municipality. These services include police and fire protection; the construction and maintenance of highways, streets, and infrastructure (public works); community services; recreational services and cultural events.

Government Structure

The City operates under a charter adopted in 1988 and provides for a Council-City Manager form of government. The governing body is a five-member elected City Council comprised of a Mayor and four (4) Council Members. The City Council appoints the City Manager who is responsible for the administration of all City services.

Debt Statement

The following table is a summary of the City's outstanding debt for the Fiscal Year ended September 30, 2015.

Summary of the City's Outstanding Debt

	Governmental Activities		Business-type Activities		Total	
	2015	2014	2015	2014	2015	2014
Revenue bonds payable	$9,940,056	$10,471,857	$62,726,522	$65,037,304	$72,666,578	$75,509,161
Note payable	4,857,000	3,377,000	367,568	659,568	5,224,568	4,036,568
State revolving loans payable	--	--	23,691,581	25,501,731	23,691,581	25,501,731
Capital leases	--	--	--	--	--	--
Accrued claims payable	3,456,000	3,128,434	--	--	3,456,000	3,128,434
Net OPEB obligation	11,749,000	10,574,678	4,473,294	4,170,322	16,222,294	14,745,000
Compensated absences	1,479,468	1,500,251	696,528	614,581	2,175,996	2,114,832
Net pension liability	15,122,789	-	6,270,250	-	21,393,039	--
Total	$46,604,313	$29,052,220	$98,225,743	$95,983,506	$144,830,056	$125,035,726

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2015.

Ad Valorem Taxes

Set forth below is information concerning assessed and actual value of taxable property and ad valorem taxes assessed and collected by the City for Fiscal Years ended September 30, 2006 through and including 2015, and the principal taxpayers of the City for the Fiscal Year ended September 30, 2015.

City of Cocoa
Assessed Value and Estimated Actual Value of Taxable Property

Fiscal Year	Real Property	Personal Property	Centrally Assessed Property	Less: Tax Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate (mills)	Estimated Actual Taxable Value	Taxable Assessed Value as a Percentage of Actual Taxable Value
2006	$1,151,772,850	$305,576,467	$1,904,786	$514,941,969	944,312,157	4.803%	$1,459,254,103	64.712%
2007	1,418,325,800	328,751,272	2,018,486	616,814,646	1,132,280,912	4.571	1,749,095,658	64.735
2008	1,413,286,040	337,859,014	2,358,254	579,265,306	1,174,238,002	4.489	1,753,503,308	66.965
2009	1,371,082,320	369,202,673	3,420,128	581,568,187	1,162,136,934	4.489	1,484,851,266	78.266
2010	1,519,589,630	341,024,797	2,313,993	478,190,225	1,024,738,195	4.489	1,025,224,075	99.953
2011	961,539,190	306,406,665	2,019,635	363,813,856	906,151,634	4.966	906,819,814	99.926
2012	846,372,850	284,164,503	2,089,111	334,960,096	797,666,368	5.581	798,015,398	99.956
2013	820,754,020	277,223,578	2,335,457	325,183,520	775,129,535	5.981	775,765,766	99.918
2014	838,137,370	268,432,534	2,656,441	328,336,969	780,889,376	5.981	782,374,729	99.810
2015	874,284,810	277,265,631	3,514,003	337,493,706	817,570,738	5.979	818,427,691	99.895

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2015.

City of Cocoa
Property Tax Levies and Collections

	Current Year Collections			Total Collections to Date		
Fiscal Year	Amount Levied	Amount Collected	Percentage of Levy	Delinquent Tax Collections[(1)]	Total Amount Collected	Percentage of Levy
2006	$4,535,156	$4,209,945	92.83%	$1,744,430	$5,954,375	131.29%
2007	5,175,163	4,819,914	93.14	209,284	5,029,198	97.18
2008	5,271,278	4,799,807	91.06	345,433	5,145,240	97.61
2009	5,216,952	4,542,123	87.06	510,186	5,052,309	96.84
2010	4,600,154	4,066,535	88.40	413,677	4,480,212	97.39
2011	4,500,137	4,040,240	89.78	331,324	4,371,564	97.14
2012	4,452,014	4,022,600	90.35	309,298	4,331,898	97.30
2013	4,636,129	4,173,107	90.01	262,758	4,435,865	95.68
2014	4,668,943	4,235,126	90.71	284,980	4,520,107	96.81
2015	4,888,261	4,275,053	87.46	253,754	4,528,807	92.65

(1) Includes delinquent taxes, penalties and tax certificates.

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2015.

City of Cocoa
Principal Property Taxpayers

Taxpayer	Amount Levied	% of Total City Levy
Wal-Mart	$53,064	1.09
RLV Cocoa Commons LP	37,369	0.76
Wal-Mart Stores, Inc./Sam's East Inc.	34,080	0.70
12550, LLC	28,699	0.59
Home Depot USA Inc.	28,101	0.57
Monmouth Real Estate Investment	25,112	0.48
Oaks Meadow LTD Partnership	23,318	0.51
Sunrise Mobile Home Park, LLC	18,744	0.38
Cocoa Commercial Properties, LLC	18,535	0.38
SSR Properties, LLC	17,907	0.37
Total	$284,929	5.83%
Total amount levied	$4,888,261	

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2015.

Demographics

The following table provides population, personal income, per capita personal income and unemployment rate for the City for Fiscal Years ended September 30, 2006 through and including 2015.

City of Cocoa
Demographic and Economic Statistics

Fiscal Year	Population	Personal Income	Per Capita Personal Income	Unemployment Rate
2006	17,395	$545,815,200	$31,378	3.1%
2007	17,164	549,797,248	32,032	3.8
2008	16,971	554,425,599	32,669	6.1
2009	16,825	542,000,550	32,214	9.8
2010	16,686	530,080,848	31,768	11.8
2011	17,238	577,156,338	33,482	11.6
2012	17,259	656,325,252	38,028	9.1
2013	17,443	693,708,110	39,770	7.9
2014	17,678	696,866,760	39,420	6.9
2015	18,313	711,862,936	38,872	6.1

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2015.

The following table provides population statistics for Brevard County, Florida (the "County") and the State of Florida for the period 2006 through and including 2015.

Brevard County and the State of Florida
Population

Year	Brevard County	Percentage Change	State of Florida	Percentage Change
2006	535,138	—	18,166,990	—
2007	539,718	0.9%	18,367,842	1.1%
2008	542,378	0.5	18,527,305	0.9
2009	542,109	(0.1)	18,652,644	0.7
2010	543,376	0.2	18,801,310	0.8
2011	544,323	0.2	19,105,533	1.6
2012	547,495	0.6	19,352,021	1.3
2013	551,148	0.7	19,594,467	1.3
2014	556,902	1.0	19,905,569	1.6
2015	568,088	2.0	20,271,272	1.8

Source: Florida Research and Economic Information Database Application.

The following table provides civilian labor force for the County and unemployment rates for the County, the State and the United States for the period 2006 through and including 2015.

Brevard County, Florida
Labor Force Summary

				Unemployment Rate		
Year	Civilian Labor Force	Employment	Unemployment	Brevard County	State of Florida	United States
2006	265,618	256,936	8,682	3.3%	3.2%	4.6%
2007	265,782	254,099	11,683	4.4	4.0	4.6
2008	265,782	250,742	18,098	6.7	6.3	5.8
2009	268,840	238,983	27,772	10.4	10.4	9.3
2010	266,755	235,757	29,886	11.3	11.1	9.6
2011	265,213	236,336	28,877	10.9	10.0	8.9
2012	262,800	238,006	24,794	9.4	8.5	8.1
2013	258,796	237,243	21,553	8.3	7.3	7.4
2014	258,556	240,490	18,066	7.0	6.3	6.2
2015	257,684	242,562	15,122	5.9	5.4	--

Source: Florida Research and Economic Information Database Application.
Note: Information for the United States in Fiscal Year 2015 is not provided.

The following table provides the principal employers in the City for Fiscal Year ended September 30, 2015.

City of Cocoa
Principal Employers

Employer	Employees	% of Total Employment
Eastern Florida State College (Cocoa)	588	23.63%
City of Cocoa	430	17.28
Wal-Mart Super Center	315	12.66
Beyel Brothers Inc.	200	8.04
Kel-Tech Industries aka Brevard Robotics, Inc.	195	7.84
Department of Health and Rehab Services	185	7.44
Sam's Club	150	6.03
University of Central Florida (Cocoa)	150	6.03
Coastal Steel Inc.	145	5.83
Publix Super Markets Inc.	130	5.23

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2015.

The following table provides employment in the County by major industry group in 2015.

Brevard County, Florida
Employment by Major Industry Group

Industry	2015
Health Care and Social Assistance	30,234
Retail Trade	27,314
Accommodation and Food Service	21,923
Manufacturing	21,020
Education Services	14,481
Public Administration	13,922
Admin. Support, Waste Management, Remediation	12,466
Professional, Scientific & Technical Service	12,171
Construction	11,147
Other Services (Except Public Administration)	5,984
Total	170,662

Source: Florida Research and Economic Information Database Application.

Building Permits

The following table provides building permit values for Fiscal Years ended September 30, 2011 through and including 2015.

City of Cocoa
Building Permit Values

Fiscal Year Ended	Residential	Commercial
2011	$2,848,116	$499,000
2012	$842,277	$459,000
2013	$5,213,561	$1,222,436
2014	$9,241,809[(1)]	$6,377,366
2015	$19,117,456[(1)]	$6,310,000

(1) In Fiscal Year 2014, 64 apartment units were added and in Fiscal Year 2015, 84 apartment units were added and there was substantial construction in two single family subdivisions (Adamson Creek and Emerald Lakes).

Source: City of Cocoa, Florida Finance Department.

Education

The School District of Brevard County, Florida (the "District") and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, and operated by District school officials in accordance with Chapter 1001, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District's public schools. The School Board appoints the Superintendent of Schools as chief executive officer who is responsible for administration and management. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District pursuant to Section 1010.01, Florida Statutes.

During the 2014-15 fiscal year, the District operated ninety-two schools, including fifty-five elementary, eleven middle, five junior/senior, eleven high schools, and sponsored ten charter schools. The District serves four adult education centers and two alternative learning centers. The majority of operating funds are received through a state funding formula that is intended to equalize funding, received from the state and local property taxes, between districts within the state. Charter schools operating though a contract with the District are provided with their proportionate share of these funds, based on the number of full-time equivalent students enrolled at the charter school. During fiscal year 2014-15, the District served 73,685 students and projects student membership to be 75,216 during the 2015-16 school year. The average age of the District's schools is forty-two years. The School Board is the tenth largest of sixty-seven districts in the state of Florida, the forty-eighth largest district in the nation, and is the single largest employer in Brevard County with over 8,800 employees.

Fiscal Policies

The Financial Operations Manual (“FOM”) is a policy and procedural document for all of the financial functions of the City, including all of the financial policies approved by City Council. A debt management policy, fund balance reserve policy and investment policy are included in the FOM. The

authority to issue and/or revise the FOM is reserved for the City Council and through the City Council's direction, the City Manager. The initial FOM was adopted by City Council on October 12, 2010, and has been revised from time to time, and as recently as August, 2015.

Debt Management Policy. The following is a summary of some of the components of the Debt Management Policy.

The purpose of the City's debt management policy is to manage the issuance of the City's debt obligations and maintain the City's ability to incur debt and other long-term obligations at favorable interest rates for capital improvements, facilities and equipment beneficial to the City and necessary for essential services. The City plans long and short-term debt issuance to finance its capital improvement program based on its cash flow needs, sources of revenue, capital construction periods, available financing instruments and market conditions. The Finance Director oversees and coordinates the timing and issuance process.

Criteria. The City will issue debt only for the purposes of acquiring or constructing capital improvements and for making major renovations to existing capital improvements for the good of the public. Exceptions to this rule will be considered on a case-by-case basis to determine if the contemplated debt is in the best interests of the City.

Limitations on Indebtedness. The policy requires the City to maintain a conservative debt position based on the above criteria. Pay-as-you-go and replacement programs will be utilized whenever feasible to avoid financing costs. Debt will be issued by the City only if the benefits outweigh the costs of the debt.

Structural Features of Debt. The City's debt management policy allows for the issuance of (i) taxable and tax-exempt obligations, (ii) variable rate and fixed rate bonds and (iii) insured and uninsured bonds, in each case with maturities that do not exceed the useful life of the financed project or equipment and generally not extending beyond 30 years. The obligations may be secured by a surety or debt service reserve fund and have coverage requirements as shall be determined by the Finance Department in conjunction with the financing team. The policy further states that the City may seek judicial validation if deemed in the best interest of the City.

Credit Objectives. The City's goal is to maintain or improve its bond ratings. To that end, prudent financial management policies will be established and adhered to in all areas. Full disclosure of operations will be made to the bond rating agencies. The City will strive to achieve an underlying rating in the double "A" range from one or more of the major rating agencies.

Arbitrage Liability Management. It is the City's policy to minimize the cost of arbitrage rebate and yield restriction while strictly complying with applicable laws. Because of the complexity of arbitrage rebate regulations and the severity of non-compliance penalties, arbitrage calculations will be performed by qualified arbitrage professionals in strict adherence to applicable laws and regulations. These calculations will be done in accordance with required Internal Revenue Service reporting dates. The Finance Director or his/her designee is responsible for identifying the amount of unspent debt proceeds, including interest, which is on hand and, to the extent feasible, ensure that the oldest proceeds on hand are spent first.

Fund Balance Reserve Policy. The following is a summary of the some of the components of the Fund Balance Reserve Policy.

General. The objective of the Fund Balance Reserve Policy is to establish a fund balance reserve policy tailored to meeting the needs of the City and to insure against unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services. The policy ensures the City maintains adequate reserves in the City's various operating funds to provide the capacity to:

1. Provide sufficient cash flow for daily financial operations;
2. Secure and maintain investment grade bond ratings;
3. Offset significant economic downturns or revenue shortfalls; and
4. Provide funds for unforeseen expenditures related to emergencies.

Capital Replacement Reserve and Stabilization Reserve. The City Manager must establish a Capital Replacement Reserve and a Stabilization Reserve for each fiscal year. These reserves are calculated based on most recent audited financial statements. If the reserve amount remains the same, no further action is required. If the calculation changes the reserve amounts, City Council must approve the change by resolution. The reserves are appropriated by the City Manager and approved by City Council by resolution. Only the City Council can authorize expenditures out of these reserves and/or increase or decrease the reserve balances.

Capital Replacement Reserve. The City must attempt to maintain a reserve of no less than Five Hundred Thousand Dollars ($500,000.00). The Capital Replacement Reserve can be used to fund additional future capital projects. The goal is to fund future infrastructure and other one-time capital expenditures, such as capital projects and major capital equipment, not anticipated in the budget process or that cannot be entirely funded by current revenues.

Stabilization Reserve. The City targets a reserve of no less than $9,500,000 or 33% of the total operating expenditures reported in the prior year Comprehensive Annual Financial Report for the General Fund, whichever is greater. The Stabilization Reserve is designed to cover revenue shortfalls, unfunded mandates and any event which threatens the health, safety and welfare of the people or the fiscal stability of the City. The reserve may only be utilized in the event of such occurrences. In the case of revenue shortfalls, the use of the stabilization reserve should not exceed the decline in revenues. In the case of unanticipated expenditures due to unfunded mandates and threats to the health, safety and welfare of people or fiscal stability, the use of the stabilization reserve may not exceed the additional expense. The reserve must be used for unusual, one-time events and only if the shortfall or expenditure is more than 8% of the current year adopted budget for the General Fund.

All Other Funds. The various other governmental, enterprise and internal service funds of the City have vastly differing objectives, cash flows and revenue patterns. As a result, no one level of reserves is appropriate for them all. Therefore, the appropriate level of net assets in all of these funds will be determined by the City Manager on a case-by-case basis due to the specific needs of the fund.

Minimum Reserve Requirements. In the event the funds are not available to initially establish or replenish the minimum required balances, the target goals are achieved by adding a designated amount to the budget to cover the deficiency over a period not to exceed five years.

Utilization of Unassigned Fund Balance. The Unassigned Fund Balance may be utilized for any lawful purpose. It is recommended that first priority be given to utilizing the excess within the fund in which it was generated. In order to minimize the long term effect of such use, the excess is appropriated to fund one time expenditures or expenses that do not result in recurring operating costs or other one-time costs including the establishment of or increase in legitimate reservations or designation of fund balance or reservation of retained earnings in other funds.

Investment Policy. The following is a summary of some of the components of the Investment Policy.

General. The purpose of the Investment Policy is to set forth the investment objectives and parameters for the management of public funds of the City. The Policy is designed to safeguard the City's funds, ensure the availability of operating and capital funds when needed, and provide for an investment return competitive with comparable funds and financial market indices.

In accordance with Section 218.415, Florida Statues, the policy applies to all cash and investments held or controlled by the City with the exception of the City's funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, the policy does not apply to funds not under investment control of the City, such as the Police, Firefighters and the General Employees' Pension Funds. Cash and investment balances as defined in this section are entirely known as "Available Funds".

Investment Objectives. Investment Objectives are safety of principal, maintenance of liquidity, and return on investment.

Delegation of Authority. As designated by the City Council, the responsibility for providing oversight in regards to the management of the investment program resides with the Finance Director, under the direction of the City Manager. The day to day management responsibility for all City funds in the long-term core investment program and investment transactions is delegated to the City's Investment Manager, who has been afforded discretionary authority in executing investment transactions, in accordance with the terms of the Investment Policy. The City Finance Department will be responsible for the investment of operating funds, operating reserves funds and bond proceeds.

Authorized Investment Institutions and Dealers. The Finance Director or designee and/or the City's Investment Manager may only purchase securities from Qualified Financial Institutions and investment institutions designated as Primary or Non-primary Securities Dealers by the Federal Reserve Bank of New York. The Finance Director or designee and/or the City's Investment Manager may only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Securities Dealers as designated by the Federal Reserve Bank of New York.

Maturity and Liquidity Requirements. To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines

Securities purchased by or on behalf of the City must have a final maturity of seven years or less from the date of purchase. The overall weighted average duration of principal return for the entire portfolio shall be less than three years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

B. Liquidity Requirements

In order to have an available source of funds to meet unexpected cash requirements, a minimum of two months operating expenses will be invested within an overnight investment vehicle such as an AAAm rated money market fund or open market securities rated AA or better and maturity of 60 days or less. The balance of the City's funds will be available for investment according to the guidelines incorporated within the Investment Policy.

Authorized Investments and Portfolio Composition. Investments should be made subject to the cash flow needs, and such cash flows are subject to revisions as market conditions and the City's needs change. The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines must be reviewed and revised periodically as necessary by the Finance Director or designee and/or the City's Investment Manager. The City has the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocation requirements for investment types and issuers are calculated based on the original cost of each investment. All investment allocation limits apply to the portfolio as a whole, not to the individual accounts within the portfolio. Investments not listed in the Investment Policy are prohibited. The following requirements do not apply to funds derived from the sale of debt.

A. THE FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND ("SBA")

1. Purchase Authorization

Florida Local Government Surplus Funds Trust Fund/Florida Prime ("SBA")

2. Portfolio Composition

A maximum of 25% of available funds may be invested in Florida Prime (SBA).

B. UNITED STATES GOVERNMENT SECURITIES

1. Purchase Authorization

Negotiable direct obligations or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

- Cash Management Bills
- Treasury Securities – State and Local Government Series ("SLGS")
- Treasury Bills, Treasury Notes, Treasury Bonds and Treasury Strips

2. Portfolio Composition

A maximum of 100% of available funds may be invested in the United States Government Securities with the exception of Treasury Strips which are limited to 10% of available funds.

3. Maturity Limitations

The maximum length to maturity of any direct investment in the United States Government Securities is seven (7) years from the date of purchase.

C. UNITED STATES GOVERNMENT AGENCIES

1. Purchase Authorization

Bonds, debentures, notes or callable issues or guaranteed by the United States Governments Agencies, provided such obligations are backed by the full faith and credit of the United States Government. This includes adjustable and fixed rate mortgage-backed securities. The adjustable interest rate securities are to only adjust to the US Treasury indices. Such securities will include, but not be limited to the following:

United States Export – Import Bank
-Direct obligations or fully guaranteed certificates of beneficial ownership
Farmer Home Administration
-Certificates of beneficial ownership
Federal Financing Bank
-Discount notes, notes and bonds
Federal Housing Administration Debentures
Government National Mortgage Association (GNMA)
-GNMA guaranteed mortgage-backed bonds
-GNMA guaranteed pass-through obligations
General Services Administration
United States Maritime Administration Guaranteed
-Title XI Financing
New Communities Debentures
-United States Government guaranteed debentures
United States Public Housing Notes and Bonds
-United States Government guaranteed public housing notes and bonds
United States Department of Housing and Urban Development
-Project notes and local authority bonds

2. Portfolio Composition

A maximum of 50% of available funds may be invested in United States Government Agencies.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested in individual United States Government Agencies.

4. Maturity Limitations

The maximum length to maturity for an investment in any United States Government Agency Security is seven (7) years from the date of purchase.

D. FEDERAL INSTRUMENTALITIES (UNITED STATES SPONSORED AGENCIES)

1. Purchase Authorization

Bonds, debentures, notes or callable issues or guaranteed by United States Government sponsored agencies (Federal Instrumentalities), which are non-full faith and credit agencies. This includes adjustable and fixed rate mortgage-backed securities. Sub-prime, Alt-A and other non-first lien mortgage securities are prohibited. Permitted adjustable interest rate securities are to only adjust to the US Treasury indices. These are limited to the following:

Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its City banks (FHLB)
Federal National Mortgage Association (FNMA)

Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal Home Loan Mortgage Corporation participation certificates

2. Portfolio Composition

A maximum of 80% of available funds may be invested in Federal Instrumentalities.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested in any one issuer.

4. Maturity Limitations

The maximum length to maturity for an investment in any Federal Instrumentality security is seven years from the date of purchase. Mortgage backed securities will have average duration not greater than five years.

E. INTEREST BEARING TIME DEPOSIT OR SAVING ACCOUNTS

1. Purchase Authorization

Non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. Additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in non-negotiable interest bearing time certificates of deposit.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be deposited with any one issuer.

4. Limits on Maturities

The maximum maturity on any certificate shall be no greater than three (3) year from the date of purchase.

F. REPURCHASE AGREEMENTS

1. Purchase Authorization

a. Repurchase agreements composed of only those investments authorized in Section XII. B, C, and D. All firms are required to sign the City's Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Finance Director or designee and retained.

c. Securities authorized for collateral must have maturities less than five (5) years and with market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from the 102

percent requirement are permissible only upon the approval of the Finance Director or designee and/or the City's Investment Manager.

d. The overnight sweep arrangement shall adhere to the agreement between the City and the City's depository bank.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in repurchase agreements excluding one -business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one institution excluding one-business day agreements and overnight sweep agreements.

4. Limits on Maturities

The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

G. COMMERCIAL PAPER

1. Purchase Authorization

Commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and/or "A-1" by Standard & Poor's (prime commercial paper). If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least two nationally recognized rating agencies at the time of purchase.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on Individual Sectors

A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers

A maximum of 2% of available funds may be invested with any one issuer.

5. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

H. CORPORATE NOTES

1. Purchase Authorization

Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time or purchase, at a minimum "Aa" by Moody's and/or a minimum long term debt rating of "AA" by Standard & Poor's.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in corporate notes.

3. Limits on Individual Sectors

A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers

A maximum of 2% of available funds may be invested with any one issuer.

5. Maturity Limitations

The maximum length to maturity for corporate notes shall be (3) three years from the date of purchase.

I. ASSET BACKED SECURITIES

1. Purchase Authorization

Asset Backed Securities (ABS) issued by a corporation organized and operating within the United States by or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, of "Aaa" by Moody's and/or "AAA" by Standard & Poor's.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in Asset Backed Securities.

3. Limits on Individual Sectors

A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers

A maximum of 5% of available funds may be directly invested in any one issuer.

5. Maturity Limitations

A maximum length to maturity for Asset Backed Securities shall be three years from the date of purchase.

J. BANKERS' ACCEPTANCES

1. Purchase Authorization

Bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System if, at the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-1" Standard & Poor's.

2. Portfolio Composition

A maximum of 15% of available funds may be directly invested in Bankers' acceptances

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for Bankers' acceptances shall be 180 days from the date of purchase.

K. STATE AND/OR LOCAL GOVERNMENT TAXABLE AND/OR TAX-EXEMPT DEBT

1. Purchase Authorization

State and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and/or "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.

The City may purchase its own outstanding obligations with the agreement of the Finance Director, the City Manager, the Investment Manager and the City's Bond Counsel; as applicable and allowable by federal regulations.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in taxable and tax-exempt General Obligation bonds.

A maximum of 10% of available funds may be invested in taxable and tax-exempt Revenue and Excise Tax bonds of the various municipalities of the State

of Florida, provided none of such securities have been in default within five (5) years prior to the date of purchase.

3. Maturity Limitations

A maximum length to maturity for an investment in any state or local government debt security is five years from the date of purchase.

L. REGISTERED INVESTMENT COMPANIES (MONEY MARKET MUTUAL FUNDS)

1. Investment Authorization

Shares in open-end, no-load provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. In addition, the share value of the money market funds must equal to $1.00.

2. Portfolio Composition

A maximum of 35% of available funds may be invested in money market funds.

3. Limits of Individual Issuers

A maximum of 15% of available funds may be invested with any one money market fund.

4. Rating Requirements

The money market funds shall be rated "AAAm" or "AAAm-G" or better by Standard & Poor's or the equivalent by another rating agency.

5. Due Diligence Requirements

A thorough review of any money market fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City's Investment Manager containing a list of questions covering the major aspects of any investment pool/fund.

M. INTERGOVERNMENTAL INVESTMENT POOL

1. Investment Authorization

Intergovernmental investment pools that are authorized pursuant to the Florida Inter-local Cooperation Act, as provided in Section 163.01, Florida Statutes and provided said funds contain no derivatives.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in intergovernmental investment pools.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City's Investment Manager containing a list of questions covering the major aspects of any investment pool/fund.

Derivatives and Reverse Repurchase Agreements. The City may not invest in investment products that include the use of derivatives. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. Reverse repurchase agreements are not permitted by the Policy.

Budgeting, Accounting and Auditing

It is the responsibility of the Finance Administration Division to prepare the annual budget calendar, provide information concerning the City's financial resources, and updated information. The Finance Administration Division will prepare the Personal Services portion of the budget (with the exception of overtime and various special pay accounts) through the use of the City's financial software. The Finance Administration Division provides assistance in the preparation of operating and capital requests. The Finance Administration Division reviews and coordinates all requests for review by the City Manager. Once the budget is complete, the Finance Administration Division prepares the document for submittal to the City Council. After adoption by City Council, the Finance Administration Division distributes the budget document to City Council, and the City Manager and ensures the information is available to all Department Directors, Division Managers and pertinent City Staff.

APPENDIX B

CITY OF COCOA, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR FISCAL YEAR ENDED SEPTEMBER 30, 2015

APPENDIX C

BOND RESOLUTION

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX F

FRS PENSION PLAN AND HIS PROGRAM INFORMATION

The information relating to the Florida Retirement System ("FRS") contained herein has been obtained from the FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Reports available at www.dms.myflorida.com/workforce_operations/retirement/publications/annual_reports and the Florida Comprehensive Annual Financial Reports available at www.myfloridacfo.com/division/aa/Reports/. No representation is made by the City as to the accuracy or adequacy of such information or that there has not been any material adverse change in such information subsequent to the date of such information.

Florida Retirement System Plan

Membership. FRS membership is compulsory for all employees filling a regularly established position in a state agency, county agency, state university, state community college, or district school board. Participation by cities, municipalities, special districts, charter schools, and metropolitan planning organizations, although optional, is generally irrevocable after election to participate is made. Members hired into certain positions may be eligible to withdraw from the FRS altogether or elect to participate in the non-integrated optional retirement programs in lieu of the FRS except faculty of a medical college in a state university who must participate in the State University System Optional Retirement Program.

There are five general classes of membership, as follows:

- *Regular Class* - Members of the FRS who do not qualify for membership in the other classes.
- *Senior Management Service Class (SMSC)* - Members in senior management level positions in state and local governments as well as assistant state attorneys, assistant statewide prosecutors, assistant public defenders, assistant attorneys general, deputy court administrators, and assistant capital collateral representatives. Members of the Elected Officers' Class may elect to withdraw from the FRS Pension Plan or participate in the SMSC in lieu of the Elected Officers' Class.
- *Special Risk Class* - Members who are employed as law enforcement officers, firefighters, firefighter trainers, fire prevention officers, state fixed-wing pilots for aerial firefighting surveillance, correctional officers, emergency medical technicians, paramedics, community-based correctional probation officers, youth custody officers (from July 1, 2001 through June 30, 2014), certain health-care related positions within state forensic or correctional facilities, or specified forensic employees of a medical examiner's office or a law enforcement agency, and meet the criteria to qualify for this class.
- *Special Risk Administrative Support Class* - Former Special Risk Class members who are transferred or reassigned to nonspecial risk law enforcement, firefighting, emergency medical care, or correctional administrative support positions within an FRS Pension Plan special risk-employing agency.
- *Elected Officers' Class (EOC)* - Members who are elected state and county officers and the elected officers of cities and special districts that choose to place their elected officials in this class.

Beginning July 1, 2001, through June 30, 2011, the FRS Pension Plan provided for vesting of benefits after six years of creditable service for members initially enrolled during this period. Members not actively working in a position covered by the FRS Pension Plan on July 1, 2001, must return to

covered employment for up to one work year to be eligible to vest with less service than was required under the law in effect before July 1, 2001. Members initially enrolled on or after July 1, 2001, through June 30, 2011, vest after six years of service. Members initially enrolled on or after July 1, 2011, vest after eight years of creditable service. Members are eligible for normal retirement when they have met the requirements listed below. Early retirement may be taken any time after vesting within 20 years of normal retirement age; however, there is a 5% benefit reduction for each year prior to the normal retirement age.

- *Regular Class, Senior Management Service Class, and Elected Officers' Class Members* – For members initially enrolled in the FRS Pension Plan before July 1, 2011, six or more years of creditable service and age 62, or the age after completing six years of creditable service if after age 62. Thirty years of creditable service regardless of age before age 62. For members initially enrolled in the FRS Pension Plan on or after July 1, 2011, eight or more years of creditable service and age 65, or the age after completing eight years of creditable service if after age 65. Thirty-three years of creditable service regardless of age before age 65.
- *Special Risk Class and Special Risk Administrative Support Class Members* – For members initially enrolled in the FRS Pension Plan before July 1, 2011, six or more years of Special Risk Class service and age 55, or the age after completing six years of Special Risk Class service if after age 55. Twenty-five years of special risk service regardless of age before age 55. A total of 25 years of service including special risk service and up to four years of active duty wartime service and age 52. Without six years of Special Risk Class service, members of the Special Risk Administrative Support Class must meet the requirements of the Regular Class. For members initially enrolled in the FRS Pension Plan on or after July 1, 2011, eight or more years of Special Risk Class service and age 60, or the age after completing eight years of Special Risk Class service if after age 60. Thirty years of special risk service regardless of age before age 60. Without eight years of Special Risk Class service, members of the Special Risk Administrative Support Class must meet the requirements of the Regular Class.

Benefits. Benefits under the FRS Pension Plan are computed on the basis of age, average final compensation, creditable years of service, and accrual value by membership class. Members are also eligible for in-line-of-duty or regular disability and survivors' benefits. Pension benefits of retirees and annuitants are increased each July 1 by a cost-of-living adjustment. If the member is initially enrolled in the FRS Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. FRS Pension Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

The Deferred Retirement Option Program (DROP) became effective July 1, 1998, subject to provisions of Section 121.091(13), Florida Statutes. FRS Pension Plan members who reach normal retirement are eligible to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in the DROP for a maximum of 60 months. Authorized instructional personnel may participate in the DROP for up to 36 additional months beyond their initial 60-month participation period. Monthly retirement benefits remain in the FRS Trust Fund during DROP participation and accrue interest. As of June 30, 2015, the FRS Trust Fund projected $3,119,220,735 in accumulated benefits and interest for 34,829 current and prior participants in the DROP.

Administration. The Department of Management Services, Division of Retirement administers the FRS Pension Plan. The State Board of Administration (the "SBA") invests the assets of the FRS Pension Plan held in the FRS Trust Fund. Costs of administering the FRS Pension Plan are funded from earnings on investments of the FRS Trust Fund. Reporting of the FRS Pension Plan is on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when the obligation is incurred.

Contributions. All participating employers must comply with statutory contribution requirements. Section 121.031(3), Florida Statutes, requires an annual actuarial valuation of the FRS Pension Plan, which is provided to the Legislature as guidance for funding decisions. Employer and employee contribution rates are established in Section 121.71, Florida Statutes. Employer contribution rates under the uniform rate structure (a blending of both the FRS Pension Plan and Investment Plan rates) are recommended by the actuary but set by the Legislature. Statutes require that any unfunded actuarial liability ("UAL") be amortized within 30 plan years. Pursuant to Section 121.031(3)(f), Florida Statutes, any surplus amounts available to offset total retirement system costs are to be amortized over a 10-year rolling period on a level-dollar basis. The balance of legally required reserves for all defined benefit pension plans at June 30, 2015, was $148,454,681,903. These funds were reserved to provide for total current and future benefits, refunds, and administration of the FRS Pension Plan.

Effective July 1, 2011, both employees and employers required to make contributions to establish service credit for work performed in a regularly established position. Effective July 1, 2002, the Florida Legislature established a uniform contribution rate system for the FRS, covering both the FRS Pension Plan and the FRS Investment Plan. The uniform rates for State Fiscal Year 2014-15 are as follows:

Membership Class	Employee Contribution Rate	Employer Contribution Rate(1)	Total Contribution Rate
Regular	3.00%	6.07%	9.07%
Special Risk	3.00	18.52	21.52
Special Risk Administrative Support	3.00	40.77	43.77
Elected Officers – Judges	3.00	31.87	34.87
Elected Officers - Legislators/Attorneys/Cabinet	3.00	44.96	47.96
Elected Officers - County	3.00	41.94	44.94
Senior Management Service	3.00	19.84	22.84
Deferred Retirement Option Program	N/A	11.02	11.02

(1) These rates include the normal cost and unfunded actuarial liability contributions but do not include the 1.26% contribution for the HIS and the fee of 0.04% for administration of the FRS Investment Plan and provision of educational tools for both plans.

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Pension Amounts for the FRS Pension Plan.

Schedule of Changes in Net Pension Liability and Related Ratios[1]
(in thousands)

Total Pension Liability	June 30, 2014	June 30, 2015
Service cost	$2,256,738	$2,114,047
Interest on total pension liability	11,489,921	11,721,563
Effect of plan changes	0	0
Effect of economic/demographic (gains) or losses	(448,818)	1,620,863
Effect of assumption changes or inputs	1,256,045	0
Benefit payments	(8,714,251)	(10,201,501)
Net change in total pension liability	5,839,635	5,254,972
Total pension liability, beginning	150,276,128	156,115,763
Total pension liability, ending (a)	$156,115,763	$161,370,735
Fiduciary Net Position		
Employer contributions	$2,190,424	$2,438,085
Member contributions	682,507	698,304
Investment income net of investment expenses	22,812,286	5,523,287
Benefit payments	(8,714,250)	(10,201,500)
Administrative expenses	(18,352)	(18,074)
Net change in plan fiduciary net position	16,952,615	(1,559,898)
Fiduciary net position, beginning	133,061,677	150,014,292
Fiduciary net position, ending (b)	$150,014,292	$148,454,394
Net pension liability, ending = (a) – (b)	$6,101,471	$12,916,341
Fiduciary net position as a % of total pension liability	96.09%	92.00%
Covered payroll[2]	$24,723,565	$32,726,034
Net pension liability as a % of covered payroll	24.68%	39.47%

[1] This schedule will fill in to a ten-year schedule as results for new fiscal years are calculated.

[2] For June 30, 2014, covered payroll shown includes defined benefit plan actives and members in DROP, but excludes the payroll for FRS Invest Plan members and payroll on which only UAL rates are charged. For June 30, 2015, and later, covered payroll shown includes the payroll for FRS Investment Plan members and payroll on which only UAL rates are charged.

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Actuarial Methods and Assumptions for the FRS Pension Plan. The total pension liability was determined by an actuarial valuation as of the valuation date of July 1, 2015, calculated based on the discount rate and actuarial assumptions below:

	June 30, 2014	June 30, 2015
Discount rate	7.65%	7.65%
Long-term expected rate of return, net of investment expense	7.65%	7.65%
Bond Buyer General Obligation 20-Bond Municipal Bond Index	N/A	N/A

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees in the determining the projected depletion date. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

The actuarial assumptions used to determine the total pension liability as of June 30, 2015, were based on the results of an actuarial experience study for the period July 1, 2008 - June 30, 2013.

Valuation Date	July 1, 2015
Measurement Date	June 30, 2015
Asset Valuation Method	Fair Market Value
Inflation	2.60%
Salary increase including inflation	3.25%
Mortality	Generational RP-2000 with Projection Scale BB
Actuarial cost method	Individual Entry Age Normal

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Sensitivity Analysis for the FRS Pension Plan. The following presents the net pension liability of the FRS, calculated using the discount rate of 7.65%, as well as what the FRS's net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.65%) or one percentage point higher (8.65%) than the current rate.

	1% Decrease 6.65%	Current Discount Rate 7.65%	1% Increase 8.65%
Total pension liability	$181,923,555,126	$161,370,735,088	$144,267,412,898
Fiduciary net position	148,454,393,902	148,454,393,902	148,454,393,902
Net pension liability	$33,469,161,224	$12,916,341,186	$4,186,981,004)

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Retiree Health Insurance Subsidy

The Retiree Health Insurance Subsidy ("HIS") Program is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of state-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Department of Management Services. For the fiscal year ended June 30, 2015, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of creditable service completed at the time of retirement multiplied by $5. The payments are at least $30 but not more than $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under a state-administered retirement system must provide proof of health insurance coverage, which can include Medicare.

The HIS Program is funded by required contributions from FRS participating employers as set by the Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2015, the contribution rate was 1.26% of payroll pursuant to Section 112.363, F.S. The state contributed 100% of its statutorily required contributions for the current and preceding two years. HIS contributions are deposited in a separate trust fund from which HIS payments are authorized. HIS benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, the legislature may reduce or cancel HIS payments.

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Pension Amounts for the HIS.

Schedule of Changes in Net Pension Liability and Related Ratios[(1)]
(in thousands)

Total Pension Liability	June 30, 2014	June 30, 2015
Service cost	$190,371	$217,519
Interest on total pension liability	409,907	405,441
Effect of plan changes	0	0
Effect of economic/demographic (gains) or losses	0	0
Effect of assumption changes or inputs	386,383	607,698
Benefit payments	(407,276)	(425,086)
Net change in total pension liability	579,385	805,572
Total pension liability, beginning	8,864,244	9,443,629
Total pension liability, ending (a)	$9,443,629	$10,249,201
Fiduciary Net Position		
Employer contributions	$342,566	$382,454
Member contributions	0	0
Investment income net of investment expenses	219	208
Benefit payments	(407,275)	(425,085)
Administrative expenses	(54)	(188)
Net change in plan fiduciary net position	(64,544)	(42,611)
Fiduciary net position, beginning	157,929	93,385
Fiduciary net position, ending (b)	93,385	50,774
Net pension liability, ending = (a) – (b)	$9,350,244	10,198,427
Fiduciary net position as a % of total pension liability	0.99%	0.50%
Covered payroll	29,676,340	30,340,449
Net pension liability as a % of covered payroll	31.51%	33.61%

(1) This schedule will fill in to a ten-year schedule as results for new fiscal years are calculated.

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Actuarial Methods and Assumptions for the HIS. The total pension liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below, and then was projected to the measurement date. Any significant changes during this period have been reflected as prescribed by GASB 67. The same demographic and economic assumptions that were used in the Florida Retirement System Actuarial Valuation as of July 1, 2014 ("funding valuation") were used for the HIS program, unless otherwise noted. In a given membership class and tier, the same assumptions for both FRS Investment Plan members and for FRS Pension Plan members were used.

	June 30, 2014	June 30, 2015
Discount rate	4.29%	3.80%
Long-term expected rate of return, net of investment expense	N/A	N/A
Bond Buyer General Obligation 20-Bond Municipal Bond Index	4.29%	3.80%

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

In general, the discount rate for calculating the total pension liability under GASB 67 is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor. In September 2014, the Actuarial Assumptions Conference adopted the Bond Buyer General Obligation 20-Bond Municipal Bond Index as the applicable municipal bond index. The discount rate used in the 2014 valuation was updated from 4.29% to 3.80%, reflecting the change in the Bond Buyer General Obligation 20- Bond Municipal Bond Index as of June 30, 2015.

The actuarial assumptions used to determine the total pension liability as of June 30, 2015, were based on the results of an actuarial experience study for the period July 1, 2008 - June 30, 2013.

Valuation Date	July 1, 2014
Measurement Date	June 30, 2015
Asset Valuation Method	Fair Market Value
Discount rate (municipal bond rate)	3.80%
Inflation	2.60%
Salary increase including inflation	3.25%
Mortality	Generational RP-2000 with Projection Scale BB
Actuarial cost method	Individual Entry Age

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Sensitivity Analysis for the HIS. The following presents the net pension liability of the HIS, calculated using the discount rate of 3.80%, as well as what the HIS's net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.80%) or one percentage point higher (4.80%) than the current rate.

	1% Decrease 2.80%	Current Discount Rate 3.80%	1% Increase 4.80%
Total pension liability	$11,671,407,115	$10,249,201,290	$9,063,295,120
Fiduciary net position	50,774,315	50,774,315	50,774,315
Net pension liability	$11,620,632,800	$10,198,426,975	$9,012,520,805

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Cocoa, Florida (the "City") in connection with the issuance of its $_____ Capital Improvement Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"). The Series 2016 Bonds are being issued pursuant to the Constitution and laws of the State of Florida, including Chapters 166, Parts II and III, Florida Statutes, other applicable provisions of law, each as amended, and pursuant and subject to the terms and conditions of Resolution No. 98-25 duly adopted by the City Council of the City (the "City Council") on April 14, 1998, as supplemented and amended by Resolution No. 2007-58, duly adopted by the City Council on June 26, 2007 and as supplemented and amended by Resolution No. 2016-__, duly adopted by the City Council on October 11, 2016.

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and Beneficial Owners (defined below) of the Series 2016 Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the Digital Assurance Certification (“DAC”), or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at http://www.emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by

leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the City, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2016 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity or credit facilities).

"Participating Underwriters" shall mean the original underwriters of the Series 2016 Bonds required to comply with the Rule in connection with offering of the Series 2016 Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The City shall, or shall cause the Dissemination Agent to, provide to each Repository, in electronic format as prescribed by such Repository, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Beginning with the fiscal year ending September 30, 2016 with respect to the report for the 2015-2016 fiscal year, each Annual Report shall be filed by not later than (i) June 30 following the end of the prior fiscal year or (ii) if the audited financial statements of the City have not been accepted by the City Council by June 30, thirty (30) days following the date on which the audited financial statements of the City are accepted by the City Council, but in no event later than September 30. The Annual Report may be submitted as a single document or as separate documents

comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If on the fifteenth (15th) day prior to the annual filing date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City by telephone and in writing (which may be by e-mail) to remind the City of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the City shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report no later than two (2) business days prior to the annual filing date, or (ii) instruct the Dissemination Agent in writing that the City will not be able to file the Annual Report within the time required under this Disclosure Certificate, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a failure to file has occurred and to immediately send a notice to the Repository in substantially the form attached as Exhibit A, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth as Exhibit B.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each Repository;

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing each Repository to which it was provided; and

(iii) if the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file shall have occurred and the City irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth as Exhibit B.

SECTION 4. CONTENT OF ANNUAL REPORTS. The City's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated _____, 2016 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Updates of the historical financial data set forth in the Official Statement in the following tables:

1. HISTORICAL PUBLIC SERVICE TAX REVENUES
2. HISTORICAL FRANCHISE FEE REVENUES
3. HISTORICAL COMMUNICATION SERVICES TAX REVENUES
4. HISTORICAL DEBT SERVICE COVERAGE

(c) A description of any terminations, extensions or modifications of the franchise agreements described in the Official Statement under "SECURITY FOR THE BONDS – Franchise Fee Revenues" or any additional franchise granted by ordinance that provides for the charging and collection of a franchise fee.

The information provided under Section 4(b) and (c) may be included in the financial statements of the City or by specific reference to documents, including official statements of debt issues of the City or related public entities, which are available to the public on the Repository's Internet Website or filed with the Securities and Exchange Commission.

The City reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City; provided that the City agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2016 Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2016 Bonds, or other material events affecting the tax status of the Series 2016 Bonds;

7. modifications to rights of the holders of the Series 2016 Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Series 2016 Bonds, if material;

11. ratings changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. appointment of a successor or additional trustee or the change of name of a trustee, if material; and

15. notice of any failure on the part of the City to meet the requirements of Section 3 hereof.

(b) The notice required to be given pursuant to paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;
(b) the period covered by any annual financial information, financial statement or other financial information or operational data;
(c) the issues or specific securities to which such documents are related (including CUSIPs, City name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
(d) the name of any Obligated Person other than the City;
(e) the name and date of the document being submitted; and
(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2016 Bonds, so long as there is no remaining liability of the City, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Series 2016 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be DAC.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the

Rule at the time of the original issuance of the Series 2016 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Series 2016 Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Series 2016 Bonds.

Notwithstanding the foregoing, the City shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the City set forth herein constitute a contract with the holders of the Series 2016 Bonds. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Series 2016 Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with

the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2016 Bonds.

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Series 2016 Bonds, and shall create no rights in any other person or entity.

Dated as of _____, 2016

CITY OF COCOA, FLORIDA

(SEAL)

By: _____
Mayor

Attested and Countersigned:

By: _____
City Clerk

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

City: City of Cocoa, Florida

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate. [The City has notified the Dissemination Agent that it anticipates that the Annual Report will be filed by_____].

Dated:_____

[Dissemination Agent]

_____

cc:

EXHIBIT B
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

City's and/or Other Obligated Person's Name:

_____

City's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the Series 2016 Bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11._____"Rating changes;"
12._____"Tender offers;"
13._____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14._____"Merger, consolidation, or acquisition of the obligated person, if material;" and
15._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the City or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Date:

RESOLUTION NO. 2016-114

A RESOLUTION OF THE CITY OF COCOA, FLORIDA SUPPLEMENTING AND AMENDING RESOLUTION NO. 98-25 DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING AND APPROVING THE NEGOTIATED SALE OF NOT TO EXCEED $10,000,000 CITY OF COCOA, FLORIDA CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2016 FOR THE PURPOSES DESCRIBED HEREIN; APPROVING THE BOND PURCHASE CONTRACT; APPOINTING THE PAYING AGENT AND REGISTRAR; APPOINTING A VERIFICATION AGENT IN CONNECTION WITH THE DEFEASANCE OF THE SERIES 2007 BONDS; APPROVING THE CONTINUING DISCLOSURE CERTIFICATE; AUTHORIZING THE DELIVERY OF A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO SUCH BONDS AND DELEGATING THE AUTHORITY TO DEEM SUCH DOCUMENT FINAL; AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT; AUTHORIZING THE ACCEPTANCE OF A COMMITMENT FOR THE ISSUANCE OF ONE OR MORE MUNICIPAL BOND INSURANCE POLICIES SECURING SUCH BONDS; AUTHORIZING CERTAIN AMENDMENTS TO THE BOND RESOLUTION AS PROVIDED HEREIN; PROVIDING CERTAIN OTHER MATTERS RELATING TO THE SERIES 2016 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa, Florida (the "City") duly adopted Resolution 98-25 on April 14, 1998 (the "Bond Resolution") which authorized the issuance of obligations of the City entitled City of Cocoa, Florida Capital Improvement Revenue Bonds;

WHEREAS, pursuant to the Bond Resolution, as supplemented by Resolution No. 2007-58, the City authorized the issuance of its $11,675,000 City of Cocoa, Florida Capital Improvement Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), the proceeds of which were used to acquire and equip a new city hall facility, make certain improvements to US 1, and other capital improvements, $9,550,000 of which is currently outstanding;

WHEREAS, the City now desires to defease in full the Series 2007 Bonds and to advance refund the Series 2007 Bonds maturing on and after October 1, 2018;

WHEREAS, the most efficient and cost-effective method of defeasing in full the Series 2007 Bonds and advance refunding the Series 2007 Bonds maturing on and after October 1, 2018 is to issue Bonds secured by the Pledged Funds (as such term is defined in the Bond Resolution) on a parity with the City's Capital Improvement and Refunding Revenue Bond, Series 2010 (the "Parity Bonds");

WHEREAS, the City now desires and hereby deems it to be in the best interest of the health, safety and welfare of the City and its citizens to issue obligations of the City to be known as City of Cocoa, Florida Capital Improvement Refunding Revenue Bonds, Series 2016, in an aggregate principal amount not to exceed $10,000,000 (the "Series 2016 Bonds");

WHEREAS, the estimated Pledged Funds will be sufficient to pay the principal of, premium, if any, and interest on the Series 2016 Bonds and the Parity Bonds, as the same become due, and all other payments required by the Bond Resolution and herein;

WHEREAS, due to the potential volatility of the market for tax-exempt obligations such as the Series 2016 Bonds and the complexity of the transactions relating to such Bonds, it is in the best interest of the City to sell the Series 2016 Bonds pursuant to a delegated negotiated sale, allowing the City to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the City to obtain the best possible price and interest rate for the Series 2016 Bonds;

WHEREAS, the City has awarded the negotiated sale of the Series 2016 Bonds to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") based on satisfaction of the terms and conditions contained herein and in the Bond Purchase Contract attached hereto as Exhibit "A" (the "Bond Purchase Contract");

WHEREAS, the City has received an offer from the Underwriter to purchase the Series 2016 Bonds, subject to the terms and conditions contained in the Bond Resolution, herein and set forth in the Bond Purchase Contract;

WHEREAS, the City desires to sell its Series 2016 Bonds subject to the terms and conditions contained in the Bond Resolution, herein and set forth in the Bond Purchase Contract, and authorize the preparation of a Preliminary Official Statement with respect to the Series 2016 Bonds and the execution and distribution of the final Official Statement relating thereto;

WHEREAS, the City desires to authorize the Mayor and City Manager to procure, negotiate and accept, if economically feasible, a commitment to issue one or more municipal bond insurance policies for the Series 2016 Bonds and to execute and deliver the commitment to issue such policies upon such terms as Dunlap & Associates, Inc. (the "City's Financial Advisor") and the Mayor and City Manager deem are in the City's best interest;

WHEREAS, the City wishes to appoint The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as the Paying Agent and Registrar with respect to the Series 2016 Bonds;

WHEREAS, sufficient proceeds from the sale of the Series 2016 Bonds will be deposited in an escrow fund established under an escrow deposit agreement by and between the City and the escrow agent (the "Escrow Agent") named therein (the "Escrow Deposit Agreement"), and used to defease the Series 2007 Bonds in full, and redeem that portion of the Series 2007 Bonds being redeemed on the redemption date, all as provided in the Escrow Deposit Agreement.

WHEREAS, certain amendments were made to the Bond Resolution under Resolution No. 2007-58 and such amendments, unless otherwise modified herein are incorporated herein by reference;

WHEREAS, the City desires to amend certain provisions of the Bond Resolution as provided herein;

WHEREAS, this Resolution shall constitute a Supplemental Resolution under the terms of the Bond Resolution.

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

SECTION 1. **DEFINITIONS.** Capitalized terms not defined herein shall have the meanings ascribed thereto in the Bond Resolution.

SECTION 2. **FINDINGS.** The above stated Whereas clauses are hereby incorporated herein as part of this Resolution.

SECTION 3. **AUTHORIZATION AND DESCRIPTION OF THE SERIES 2016 BONDS AND NEGOTIATED SALE THEREOF.** In accordance with the Act and the terms of the Bond Resolution, this Resolution hereby authorizes the issuance of bonds of the City to be designated as "City of Cocoa, Florida Capital Improvement Refunding Revenue Bonds, Series 2016" to be issued in an aggregate principal amount not to exceed $10,000,000. The Series 2016 Bonds shall be issued for the principal purposes of (i) defeasing in full the Series 2007 Bonds and advance refunding the Series 2007 Bonds maturing on and after October 1, 2018, and (ii) paying certain costs and expenses incurred in connection with the issuance of the Series 2016 Bonds. The exact principal amount of the Series 2016 Bonds will be determined by the Mayor and the City Manager in accordance with the provisions of Section 4 hereof.

The Series 2016 Bonds shall be dated as of the date of their delivery, shall be issued in the form of fully registered bonds in denominations of $5,000 or any integral multiple thereof, shall be numbered consecutively from one upward in order of maturity preceded by the letter "R, " shall bear interest payable semiannually on each April 1 and October 1 commencing April 1, 2017, at such rates and maturing in such amounts on the October 1 of such years, and shall be subject to redemption provisions as shall be determined by the Mayor and the City Manager and provided in the Bond Purchase Contract, all in accordance with the terms and conditions of Section 4 hereof.

The principal of and premium, if any, on the Series 2016 Bonds are payable upon presentation and surrender of the Series 2016 Bonds at the designated office of the Paying Agent.

Interest payable on any Series 2016 Bond on any Interest Date will be paid by check or draft of the Paying Agent to the holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Date, or at the option of the Paying Agent, and at the request and expense of such holder, by bank wire transfer for the account of such holder. In the event the interest payable on any Series 2016 Bond is not punctually paid or duly provided for by the City on such Interest Date, such defaulted interest will be paid to the holder in whose name such Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such holder, not less than ten days preceding such special record date. All payments of principal of, premium, if any, and interest on the Series 2016 Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Subject to the terms and conditions of Section 4 hereof, the Series 2016 Bonds may be sold in a negotiated sale to the Underwriter upon the terms and conditions set forth in the Bond Resolution, herein and in the Bond Purchase Contract which is attached hereto as Exhibit "A" and incorporated by reference. The Bond Purchase Contract shall be in substantially the form attached hereto as Exhibit A, with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor or the City Manager. Execution by the Mayor or the City Manager of the Bond Purchase Contract shall be deemed to be conclusive evidence of approval of such changes (such approval indicating the recognition of the City that the conditions precedent in Section 4 hereof and the Bond Purchase Contract have been met or will be met prior to the delivery of the Series 2016 Bonds).

SECTION 4. AUTHORIZATION OF SALE OF SERIES 2016 BONDS.

(a) The City hereby delegates to the Mayor and the City Manager the authority to:

(i) determine the maturity amounts, the interest rates, the redemption features, the Amortization Installments for the Term Bonds, if any, the delivery date, and all other details of the Series 2016 Bonds;

(ii) take such further action as shall be required for carrying out the purposes of this Resolution and the Bond Resolution all with respect to the Series 2016 Bonds; and

(iii) execute and deliver, on behalf of the City, the Bond Purchase Contract as provided in Section 3 above; provided, however, that the Mayor and the City Manager shall not take any action pursuant to this Section 4 unless the Mayor and the City Manager shall have received from the Underwriter such information as the City Manager shall deem necessary, upon the advice of the City's Financial Advisor, in order to demonstrate that (a) the par amount of the Series 2016 Bonds is not in excess of $10,000,000, (b) the true interest cost rate of the Series 2016 Bonds is not more than 4.00%, (c) the final maturity of the Series 2016 Bonds is not later than

October 1, 2037, (d) the underwriting discount is not greater than 1.00% of the original principal amount of the Series 2016 Bonds, excluding original issue discount or original issue premium, (e)) there shall be a net present value debt service savings of not less than 3.00% of the Series 2007 Bonds being refunded, and (f) the first interest payment date of the Series 2016 Bonds is not prior to April 1, 2017.

(b) The Mayor and the City Manager shall first receive from the Underwriters a disclosure statement and truth-bonding information complying with the requirements of Section 218.835, Florida Statutes and substantially in the form set forth as Exhibit B to the Bond Purchase Contract.

SECTION 5. AUTHORIZATION OF THE SERIES 2016 BONDS. The City hereby authorizes the issuance of the Series 2016 Bonds, together with other legally available funds of the City, for the purpose of defeasing in full the Series 2007 Bonds, advance refunding the outstanding principal amount of the Series 2007 Bonds maturing on and after October 1, 2018 and paying the costs of issuance related thereto.

SECTION 6. APPLICATION OF SERIES 2016 BOND PROCEEDS. The proceeds derived from the sale of the Series 2016 Bonds, including accrued interest and premium, if any, shall be applied as follows:

(a) upon delivery of the Series 2016 Bonds there shall be deposited with the Escrow Agent a portion of the proceeds from the sale of the Series 2016 Bonds, which, together with other legally available funds of the City, are sufficient to defease the 2007 Bonds in full and to refund the Series 2007 Bonds maturing on and after October 1, 2018; and

(b) the balance of the proceeds of the Series 2016 Bonds shall be deposited with the City to pay the costs of issuing the Series 2016 Bonds.

SECTION 7. SERIES 2016 BONDS AS ADDITIONAL BONDS. The Series 2016 Bonds shall be issued as Additional Bonds under and secured by the Bond Resolution in the same manner as the Parity Bonds, pursuant to the Section 5.02 of the Bond Resolution and shall be executed and delivered in the manner as set forth herein and in the Bond Resolution, with such additional changes and insertions therein as conform to the provisions of the Bond Purchase Contract, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers. The payment of principal of, premium, if any, and interest on the Series 2016 Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds equal to the lien granted to the holders of the outstanding Parity Bonds.

SECTION 8. FURTHER AUTHORIZATIONS. The Mayor, the City Manager, the Finance Director, members of the City Council of the City, and the City's officers, attorneys and other agents and employees are hereby authorized and directed to execute any and all certifications or other instruments or documents required by the Bond Resolution, the Bond Purchase Contract or any other document referred to above as a prerequisite or precondition to the issuance of the Series

2016 Bonds and any such representation made therein shall be deemed to be made on behalf of the City. All action taken to date by the officers of the City in furtherance of the issuance of the Series 2016 Bonds is hereby approved, confirmed and ratified.

SECTION 9. MUNICIPAL BOND INSURANCE POLICY. The Mayor and the City Manager are hereby authorized to negotiate for a commitment to issue one or more municipal bond insurance policies for the Series 2016 Bonds, if economically feasible, and to execute and deliver the commitment to issue such policies upon such terms as the City's Financial Advisor and the Mayor and the City Manager deem are in the City's best interest.

SECTION 10. APPOINTMENT OF REGISTRAR AND PAYING AGENT. The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida ("the Bank") is hereby appointed as Paying Agent and Registrar with respect to the Series 2016 Bonds. The Mayor and the City Manager or any other appropriate officers of the City are hereby authorized to execute an agreement, the form and correctness of which to be approved by the City Attorney, with the Bank to act as Paying Agent and Registrar.

SECTION 11. BOOK-ENTRY ONLY SYSTEM. A blanket letter of representation shall be entered into by the City (the "Letter of Representation") with The Depository Trust Company ("DTC "). The Bonds shall be initially issued in the form of a separate single certificated fully registered bond certificate for each of the maturities of the Series 2016 Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC. All of the Outstanding Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC. As long as the Series 2016 Bonds shall be registered in the name of Cede & Co., all payments of principal on the Series 2016 Bonds shall be made by the Paying Agent by check or draft or by bank wire transfer to Cede & Co., as Holder of the Series 2016 Bonds, upon presentation of the Series 2016 Bonds to be paid, to the Paying Agent.

With respect to the Series 2016 Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent shall have no responsibility or obligation to any direct or indirect participant in the DTC book-entry program (the "Participants"). Without limiting the immediately preceding sentence, the City, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Bonds, (B) the delivery to any Participant or any other Person other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, Redemption Price, if applicable, or interest on the Series 2016 Bonds. The City, the Registrar and the Paying Agent shall treat and consider the Person in whose name each Bond is registered in the registration books kept by the Registrar as the Holder and absolute owner of such Series 2016 Bond for the purpose of payment of principal, Redemption Price, if applicable, and interest with respect to such Series 2016 Bond, for the purpose of giving notices of

redemption and other matters with respect to such Series 2016 Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, Redemption Price, if applicable, and interest on the Series 2016 Bonds only to or upon the order of the respective Holders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal, Redemption Price, if applicable, and interest on the Series 2016 Bonds to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Series 2016 Bond evidencing the obligation of the City to make payments of principal, Redemption Price, if applicable, and interest pursuant to the provisions of this Resolution. Upon delivery by DTC to the City of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and with respect to transfers during the 15 days next preceding an Interest Date or mailing of notice of redemption, the words "Cede & Co." shall refer to such new nominee of DTC; and upon receipt of such notice, the City shall promptly deliver a copy of the same to the Registrar and the Paying Agent.

Upon (A) receipt by the City of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the City that such book-entry only system is burdensome or undesirable to the City and compliance by the City of all applicable policies and procedures of DTC regarding discontinuance of the book entry registration system, the Series 2016 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions of this Resolution. In such event, the City shall issue, and the Registrar shall authenticate, transfer and exchange the Series 2016 Bonds of like principal amount and maturity, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Letter of Representations previously executed by the City and delivered to DTC shall apply to the payment of principal of, Redemption Price, if applicable, and interest on the Series 2016 Bonds.

SECTION 12. **CONTINUING DISCLOSURE.** Pursuant to Section 5.10 of the Bond Resolution the City covenants and agrees to comply with the secondary market disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission. The City hereby authorizes the Mayor or the City Manager to execute and deliver said Continuing Disclosure Certificate and the Clerk to attest the same under the seal of the City. The Continuing Disclosure Certificate shall be in substantially the form attached hereto as Exhibit B, with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor or the City Manager. Execution by the Mayor or the City Manager of the Continuing Disclosure Certificate shall be deemed to be conclusive evidence of approval of such changes.

SECTION 13. PRELIMINARY OFFICIAL STATEMENT. The use and distribution of a Preliminary Official Statement in substantially the form attached hereto as Exhibit C by the Underwriter for the purpose of offering the Series 2016 Bonds for sale is hereby authorized with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor or the City Manager. Delivery of the "deemed final" certificate as described below shall be conclusive evidence of approval of such changes. The Mayor or the City Manager is hereby authorized to deem such document final and deliver a "deemed final" certificate with respect to the Preliminary Official Statement in accordance with the provisions of SEC Rule 15(c)2-12.

SECTION 14. OFFICIAL STATEMENT. The form, terms and provisions of the final Official Statement relating to the Series 2016 Bonds, shall be substantially as set forth in the Preliminary Official Statement. The Mayor is hereby authorized and directed to execute and deliver said Official Statement in the name and on behalf of the City, and thereupon to cause such Official Statement to be delivered to the Underwriter within seven business days of the date of acceptance of the Bond Purchase Contract with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor or the City Manager. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the Mayor or City Manager and the information contained therein are hereby authorized to be used in connection with the sale of the Series 2016 Bonds to the public. Execution by the Mayor of the Official Statement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 15. APPROVAL OF ESCROW DEPOSIT AGREEMENT; APPOINTMENT OF ESCROW AGENT. The City hereby authorizes and directs the Mayor to execute the Escrow Deposit Agreement, and the Clerk to attest the same under the seal of the City. The Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit D, with such changes, amendments, modifications, omissions and additions as may be approved by said Mayor or the City Manager. Execution by the Mayor of the Escrow Deposit Agreement shall be deemed to be conclusive evidence of approval of such changes. The Bank of New York Mellon Trust Company, N.A. is hereby appointed as Escrow Agent.

SECTION 16. APPOINTMENT OF VERIFICATION AGENT. GNP Services, CPA, PA is appointed as Verification Agent in connection with the defeasance of the Series 2007 Bonds.

SECTION 17. AMENDMENTS TO THE BOND RESOLUTION.

(a) The definition of "Communication Services Tax" as provided in Section 1.01 of the Bond Resolution is hereby amended and restated in its entirety to read as follows (deletions are shown in strikethrough and additions with double-underline):

> "Communication Services Tax" shall mean the local option communication services tax levied and imposed by the City pursuant to Sections 202.19(1) and 337.401, ~~337.041~~ Florida Statutes and Ordinance No. 9-2001 duly enacted by the City Council of the City on July 10, 2001 and Ordinance No. 24-2002 duly enacted by the City Council of the City on August 29, 2002.

(b) The definition of "Reserve Account Requirement" as provide in Section 1.01 of the Bond Resolution is hereby deleted in its entirety and replaced with the following (deletions are shown in strikethrough):

~~"Reserve Account Requirement" shall mean, as of any date of calculation for the Reserve Account, an amount equal to the lesser of (A) Maximum Annual Debt Service for all Outstanding Bonds, (B) on hundred twenty five percent (125%) of the average annual debt service for all Outstanding Bonds, or (C) such amount as shall be set forth in the Supplemental Resolution(s) of the Issuer setting forth the details of such Bonds and approved by Bond Counsel as the maximum amount of Bond proceeds which may be deposited in the Reserve Account without subjecting the same to yield restriction or causing interest on any Bonds (other than Taxable Bonds) to be included in gross income for purposes of federal income taxation; provided, however, that the Issuer shall not, by Supplemental Resolution, decrease the Reserve Account Requirement for a Series of Bonds theretofore established.~~

"Reserve Account Requirement" shall mean with respect to each Series of Bonds issued hereunder, the amount of money, if any, or available amount of Reserve Account Insurance Policy and/or Reserve Account Letter of Credit, if any, or a combination thereof required by supplemental resolution executed prior to the issuance of such Series of Bonds to be maintained in the Reserve Account with respect to such Series of Bonds, and which amount shall be available for use only with respect to such Series of Bonds.

(c) Section 4.04(B) of the Bond Resolution is amended and restated in its entirety as follows:

The "City of Cocoa, Florida Capital Improvement Revenue Bonds Debt Service Fund." The City shall maintain three separate accounts in the Debt Service Fund, the "Interest Account", the "Principal Account" and the "Reserve Account". <u>The City may establish separate sub accounts in the Reserve Account to secure one or more Series of Bonds, as designated by a Supplemental Resolution. In such case, all references to the Reserve Account herein shall be deemed references to the applicable sub account created by Supplemental Resolution and the applicable Series of Bonds secured thereby.</u>

(d) Upon payment in full of the Parity Bonds, Section 5.09 "RATE COVENANT" of the Bond Resolution and any references thereto, or to the rate covenant shall be deemed deleted and no longer in effect.

The Official Statement for the Series 2016 Bonds shall provide a statement to the effect that by agreeing to purchase the Series 2016 Bonds, the purchasers thereof thereby consent to the amendments in subsections (b), (c) and (d) above.

SECTION 18. RESERVE ACCOUNT REQUIREMENT. The Reserve Account Requirement, if any, for the Series 2016 Bonds shall be as determined by the City Manager upon the advice of, and in consultation with the City's Financial Advisor.

SECTION 19. REPEAL OF INCONSISTENT PROVISIONS. All prior resolutions of the City inconsistent with the provisions of this Resolution are hereby amended and supplemented to conform with the provisions herein contained and, except as may otherwise amended and supplemented hereby, the Bond Resolution and the amendments provided in Resolution Number 2007-58 shall remain in full force and effect.

SECTION 20. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Series 2016 Bonds issued hereunder.

SECTION 21. NO THIRD-PARTY BENEFICIARY. Except as may be expressly described herein or in the Bond Resolution, nothing in the Bond Resolution or in the Series 2016 Bonds, expressed or implied, is intended or shall be construed to confer upon anyone of another entity other than the City and the Series 2016 Bondholders any right, remedy or claim, legal or equitable, under and by reason of the Bond Resolution or any provision thereof, or of the Series 2016 Bonds, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the City and the Series 2016 Bondholders from time to time.

SECTION 22. NO PERSONAL LIABILITY. Neither the members of the City Council nor any person executing the Series 2016 Bonds shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 23. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 11th day of October 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

EXHIBIT A

FORM OF
BOND PURCHASE CONTRACT

EXHIBIT B

FORM OF
CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT C

FORM OF
PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

FORM OF
ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated October [__], 2016, by and between the CITY OF COCOA, FLORIDA (the "Issuer"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as Escrow Agent and its successors and assigns (the "Escrow Agent");

W I T N E S S E T H:

WHEREAS, pursuant to Resolution No. 98-25 adopted by the City Council of the Issuer (the "City Council") on April 14, 1998, as amended and supplemented, as particularly supplemented by Resolution 2007-58 adopted by the City Council on June 26, 2007 (collectively, the "Refunded Bonds Resolution"), the Issuer has previously authorized and issued obligations, hereinafter defined as "Refunded Bonds," as to which the Total Debt Service (as hereinafter defined) is set forth on Schedule A; and

WHEREAS, the Issuer has determined to provide for payment of the Total Debt Service of the Refunded Bonds by depositing with the Escrow Agent an amount which together with investment earnings thereon is at least equal to the Total Debt Service of the Refunded Bonds as set forth in Schedule A hereto; and

WHEREAS, in order to obtain the funds needed for such purpose, the Issuer has authorized and is, concurrently with the delivery of this Agreement, issuing its Capital Improvement Refunding Revenue Bonds, Series 2016; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

(a) "**Agreement**" means this Escrow Deposit Agreement.

(b) "**Authorized Officer**" shall mean the City Manager or the Finance Director of the Issuer, or their designees, or with respect to the Escrow Agent, shall mean any officer authorized by the bylaws or other official action of the Escrow Agent to perform the applicable function or services.

(c) "**Bond Resolution**" means the Refunding Bonds Resolution and Resolution No. 2016-[__] adopted by the City on October 11, 2016 authorizing the issuance of the Bonds and the refunding of the Refunded Bonds.

(d) "**Bonds**" mean the City of Cocoa Beach, Florida Capital Improvement Refunding Revenue Bonds, Series 2016, issued under the Bond Resolution.

(e) "**Call Date**" means October 1, 2017.

(f) "**EMMA**" means the Electronic Municipal Marketplace Access system of the Municipal Securities Rulemaking Board.

(g) "**Escrow Agent**" means The Bank of New York Mellon Trust Company, N.A. having a designated corporate trust office in Jacksonville, Florida, and its successors and assigns.

(h) "**Escrow Fund**" means the account hereby created and entitled Escrow Fund established and held by the Escrow Agent pursuant to this Agreement, in which cash and investments will be held for payment of the principal of and accrued interest on the Refunded Bonds as they become due and payable.

(i) "**Escrow Requirement**" means, as of any date of calculation, the sum of an amount in cash and principal amount of Refunding Securities in the Escrow Fund which together with the interest to become due on the Refunding Securities will be sufficient to pay the Total Debt Service on the Refunded Bonds in accordance with Schedule A.

(j) "**Insurer"** means National Public Finance Guarantee Corporation, as Insurer of the Refunded Bonds.

(k) "**Issuer**" means the City of Cocoa, Florida.

(l) "**Paying Agent**" means The Bank of New York Mellon Trust Company, N.A. having a designated corporate trust office in Jacksonville, Florida, and its successors and assigns.

(m) "**Refunded Bonds**" means the portion of the Issuer's outstanding Capital Improvement Revenue Bonds, Series 2007 maturing on and after October 1, 2018.

(n) "**Refunding Securities**" means any Refunding Securities and Pre-refunded Obligations, each as defined in the Bond Resolution.

(o) "**Total Debt Service**" means the sum of the principal and interest remaining unpaid with respect to the Refunded Bonds to the redemption date (October 1, 2017) and redemption premium, if any, in accordance with Schedule A attached hereto.

SECTION 2. Discharge of Lien of Holders of Refunded Bonds. Upon the deposit of the amounts into the Escrow Fund pursuant hereto and the delivery of the defeasance opinion and the verification report, the Issuer by this writing exercises its option to have the pledges, liens and obligations to the holders of the Refunded Bonds under the Refunded Bonds Resolution no longer be in effect in accordance with the terms of the Refunded Bonds Resolution.

SECTION 3. Establishment of Escrow Fund. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "City of Cocoa, Florida Capital Improvement Revenue Bonds, Series 2007 Escrow Deposit Trust

Fund" (the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent for the benefit of the holders of the Refunded Bonds, separate and apart from other funds and accounts of the Issuer and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Escrow Fund the sum of $[_____] comprised of $[_____] received from the Issuer from proceeds of the Bonds and $[_____] received from the Issuer from funds transferred from funds and accounts related to the Refunded Bonds ("Escrow Proceeds"). The Escrow Proceeds shall be invested as provided in Section 4 below.

SECTION 4. Use and Investment of Funds. The Escrow Agent agrees:

(a) to hold the funds and investments purchased pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds;

(b) to immediately invest $[_____] in the Refunding Securities set forth on Schedule B attached hereto and to hold such securities and cash proceeds therefrom in accordance with the terms of this Agreement. The remaining cash balance equal to $[___] shall be held uninvested by the Escrow Agent.

(c) in the event the securities described on Schedule B cannot be purchased, substitute securities may be purchased with the consent of the Issuer but only upon receipt of verification from an independent certified public accountant acceptable to the Insurer, that the cash and securities deposited will not be less than the Escrow Requirement and only upon receipt of an opinion of nationally recognized bond counsel that such securities constitute Refunding Securities for purposes of this Agreement;

(d) there will be no investment of funds except as set forth in this Section 4 or in Section 6 hereof; and

(e) in reliance upon the Verification Report dated October [__], 2016 prepared by [_____], the Issuer represents and warrants that the initial cash deposit and the interest on and the principal amounts successively maturing on the Refunding Securities in accordance with their terms (without consideration of any reinvestment of such maturing principal and interest), are sufficient such that moneys will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of and interest due and to become due on the Refunded Bonds as described in Schedule A attached hereto.

SECTION 5. Payment of Bonds and Expenses.

(a) Refunded Bonds. On the dates and in the amounts set forth on Schedule A, the Escrow Agent shall transfer to the Paying Agent for the Refunded Bonds, in immediately available funds, solely from amounts available in the Escrow Fund, a sum sufficient to pay that portion of the Total Debt Service for the Refunded Bonds coming due on such dates, as shown on Schedule A.

(b) Surplus. After making the payments from the Escrow Fund described in Subsection 5(a) above, the Escrow Agent shall retain in the Escrow Fund any remaining cash in the Escrow Fund in excess of the Escrow Requirement until the termination of this Agreement, and shall then pay any remaining funds to the Issuer for deposit to the Interest Account for the Bonds created in the Bond Resolution.

(c) Priority of Payments. The holders of the Refunded Bonds shall have an express first lien on the funds and Refunding Securities in the Escrow Fund until such funds and Refunding Securities are used and applied as provided in this Agreement.

SECTION 6. Reinvestment.

(a) Except as provided in Section 4 and in this Section, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Refunding Securities held hereunder.

(b) At the written request of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of any of the Refunding Securities acquired hereunder and shall substitute other Refunding Securities. The Issuer will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which will cause interest on the Refunded Bonds to be included in the gross income of the holders thereof for purposes of Federal income taxation. The transactions may be effected only if (i) an independent certified public accountant selected by the Issuer shall certify or opine in writing to the Issuer, the Insurer and the Escrow Agent that the cash and principal amount of Refunding Securities remaining on hand after the transactions are completed will be not less than the Escrow Requirement, and (ii) the Escrow Agent shall receive an opinion from a nationally recognized bond counsel acceptable to the Issuer to the effect that the transactions, in and by themselves will not cause interest on such Refunded Bonds to be included in the gross income of the holders thereof for purposes of Federal income taxation and such substitution is in compliance with this Agreement. Copies of the verification report and opinion shall be delivered to the Insurer by the Issuer prior to any reinvestment pursuant hereto.

SECTION 7. Payments and Redemption of Refunded Bonds. The Escrow Agent shall pay to the Holders of the Series 2007 Bonds maturing prior to October 1, 2018 such payments as are provided for in Schedule A attached hereto. The Issuer hereby irrevocably instructs the Escrow Agent to request, on behalf of the Issuer, that the Paying Agent for the Refunded Bonds call the Refunded Bonds for redemption in accordance with the terms of this Agreement and the Refunded Bonds Resolution and to give, at the appropriate times, the notice or notices required by the Refunded Bonds Resolution in connection with the redemption of the Refunded Bonds. Such notice of redemption shall be given by the Paying Agent in accordance with the Refunded Bonds Resolution. All of the Refunded Bonds are hereby called and shall be redeemed on October 1, 2017 at a redemption price equal to the par amount of the Refunded Bonds plus accrued interest to the date of redemption.

Such notice shall be substantially in the form of Schedule C attached hereto.

The Escrow Agent shall also cause a notice of defeasance to be posted on EMMA and sent to the holders of the Refunded Bonds within five (5) days of the date hereof; provided however, that the Escrow Agent shall not have any liability to any party in connection with any failure to timely post any such notice on EMMA and the sole remedy available for such failure shall be an action by the holders of the Refunded Bonds in mandamus for specific performance or similar remedy to compel performance. Such notice shall be in substantially the form of Schedule D attached hereto.

SECTION 8. Indemnification. To the extent that it may legally do so, the Issuer hereby agrees to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, action, suits, or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement, unless caused by its negligence or willful misconduct; and in connection therewith to indemnify the Escrow Agent against any and all expenses, including attorneys' fees, costs and expenses and the costs of defending an action, suit, or proceeding, or resisting any claim. The Issuer's obligations hereunder shall survive any termination of this Agreement or the sooner resignation or removal of the Escrow Agent and shall inure to the benefit of the Escrow Agent's successors and assigns.

SECTION 9. Escrow Fund Irrevocable. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on all Refunding Securities deposited in the Escrow Fund pursuant to the terms hereof and the interest earnings thereon until paid out, used and applied in accordance with this Agreement or the Refunded Bonds Resolution. Neither the Issuer nor the Escrow Agent shall cause nor permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

SECTION 10. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the funds deposited therein, the purchase of the Refunding Securities, the retention of the Refunding Securities or the proceeds thereof or for any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits). The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent may consult with counsel, at the Issuer's expense, who may or may not be counsel to the Issuer, and

in conclusive reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer. Any payment obligation of the Escrow Agent hereunder shall be paid from and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. The Escrow Agent may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

The Escrow Agent shall have the right to accept and act upon directions or instructions given by an Authorized Officer pursuant to this Agreement or any other document reasonably relating to the Refunded Bonds and delivered using Electronic Means (defined below). If the Issuer elects to give the Escrow Agent directions or instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such directions or instructions, the Escrow Agent's understanding of such directions or instructions shall be deemed controlling. The Issuer understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such directions or instructions and that the Escrow Agent shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Issuer shall be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Escrow Agent and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. The Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions

to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Escrow Agent and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

SECTION 11. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer not less than sixty (60) days before such resignation shall take effect. Such resignation shall not take effect until the appointment of a new Escrow Agent hereunder.

SECTION 12. Removal of Escrow Agent.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percent (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer, and notice in writing given by such holders to the original purchaser or purchasers of the Bonds. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than five percent (5%) in aggregate principal amount of the Bonds then outstanding, or the holders of not less than five percent (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 13. Successor Escrow Agent.

(a) If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any

other reason, the Issuer shall appoint an Escrow Agent to fill such vacancy. The Issuer shall mail a notice of any such appointment made by it to the holders of the Refunded Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Bonds then outstanding or a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the bondholders. In the case of conflicting appointments made by the bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section within sixty (60) days of the delivery of a notice of resignation or removal, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

SECTION 14. Payment to Escrow Agent. The Escrow Agent hereby acknowledges that it has agreed to accept compensation under the Agreement in the sum of $[____], payable at delivery, for services to be performed by the Escrow Agent pursuant to this Agreement, plus out-of-pocket expenses (including attorneys' fees, costs and expenses) to be reimbursed at cost from legally available funds of the Issuer. The Escrow Agent agrees that it shall have no interest in or right to payment of such compensation or out of pocket expenses from the Escrow Fund.

SECTION 15. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds, except as provided in Section 8 hereof.

SECTION 16. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreements herein contained shall be null and void and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 17. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer, the Insurer and the holders from time to time of the Refunded Bonds and the Bonds and it shall not be repealed, revoked, altered or amended in whole or in part without the prior written consent of all affected holders, the Insurer of the Refunded Bonds, the Escrow

Agent, the holder of the Bonds and the Issuer; provided, however, that the Issuer, the Insurer of the Refunded Bonds and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent, for the benefit of the holders of the Bonds and the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to request at the Issuer's expense and rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 18. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 19. Governing Law. This Agreement shall be construed under the laws of the State of Florida without regard to conflict of law principles.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and their seals to be hereunder affixed and attested as of the date first above written.

[SEAL]

CITY OF COCOA, FLORIDA

By: _____
Henry U. Parrish, Mayor

ATTEST:

By: _____
Carie Shealy, City Clerk

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. as Escrow Agent

By: _____
Name: _____
Title: _____

[Signature page to Escrow Deposit Agreement]

SCHEDULE A

SCHEDULE OF TOTAL DEBT SERVICE OF REFUNDED BONDS

PAYMENT DATE	PRINCIPAL	INTEREST	PRINCIPAL REDEEMED	TOTAL DEBT SERVICE

SCHEDULE B

ESCROW SECURITIES

United States Treasury Securities

Type	Maturity Date	Par Amount	Coupon Rate	Total Cost

SCHEDULE C

NOTICE OF REDEMPTION
CITY OF COCOA, FLORIDA
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2007

NOTICE IS HEREBY GIVEN, pursuant to that certain Resolution No. 98-25 adopted by the City Council on April 14, 1998, as amended and supplemented from time to time, that the following outstanding Capital Improvement Revenue Bonds, Series 2007, originally issued on July 19 2007, will be called for early redemption on October 1, 2017 at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption (the "Redemption Price").

CUSIP Number	Maturity (October 1)	Principal Amount	Interest Rate (%)
191729 BB7	2018	$295,000	4.250
191729 BC5	2019	310,000	4.250
191729 BD3	2020	320,000	4.375
191729 BE1	2021	335,000	4.375
191729 BF8	2022	350,000	4.375
191729 BG6	2023	365,000	4.500
191729 BH4	2024	385,000	4.500
191729 BJ0	2025	400,000	4.500
191729 BK7	2026	420,000	4.500
191729 BL5	2027	435,000	4.625

$2,510,000 - 4.625% - Term Bonds - Due October 1, 2032 - CUSIP Number 191729 BM3

$3,140,000 - 4.625% - Term Bonds - Due October 1, 2037 - CUSIP Number 191729 BN1

The owners and holders of the designated bonds are directed to surrender same for payment of the Redemption Price to The Bank of New York Mellon Trust Company, N.A., 10161 Centurion Parkway, Jacksonville, Florida, where such bonds and the interest accrued thereon will be paid on and after October 1, 2017.

CUSIP numbers have been assigned by CUSIP Service Bureau and are included solely for the convenience of the bondholders. Neither the Issuer nor The Bank of New York Mellon Trust Company, N.A., shall be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness on any bond or as indicated in any notice.

Notice is further given that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable.

IMPORTANT TAX NOTICE

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

_____
As Paying Agent

Publication Date: _____

SCHEDULE D

NOTICE OF DEFEASANCE
CITY OF COCOA, FLORIDA
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2007

DATED: [_____], 2007

NOTICE IS HEREBY GIVEN pursuant to that certain Resolution No. 98-25 adopted by the City Council on April 14, 1998, as amended and supplemented from time to time, to the holders of the City of Cocoa, Florida Capital Improvement Revenue Bonds, Series 2007 described below (the "Defeased Bonds") that the Defeased Bonds have been legally defeased and will no longer be secured by the Bond Resolution;

CUSIP Number	Maturity (October 1)	Principal Amount	Interest Rate (%)
191729 BA9	2017	$285,000	4.125
191729 BB7	2018	295,000	4.250
191729 BC5	2019	310,000	4.250
191729 BD3	2020	320,000	4.375
191729 BE1	2021	335,000	4.375
191729 BF8	2022	350,000	4.375
191729 BG6	2023	365,000	4.500
191729 BH4	2024	385,000	4.500
191729 BJ0	2025	400,000	4.500
191729 BK7	2026	420,000	4.500
191729 BL5	2027	435,000	4.625

$2,510,000 - 4.625% - Term Bonds - Due October 1, 2032 - CUSIP Number 191729 BM3

$3,140,000 - 4.625% - Term Bonds - Due October 1, 2037 - CUSIP Number 191729 BN1

and that the deposit required by Section 9.01 of Resolution No. 98-25 adopted by the City Council on April 14, 1998, as amended and supplemented from time to time, (the "Resolution") of moneys and Refunding Securities has been made and the Defeased Bonds are no longer Outstanding under the Resolution. Said deposit was made on October [__], 2016 in irrevocable escrow with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, at the following address:

The Bank of New York Mellon Trust Company, N.A.
10161 Centurion Parkway
Jacksonville, Florida 32256

Dated this _____ day of _____, 2016.

DRAFT-3
GrayRobinson, P.A.
September 30, 2016

$_____
CITY OF COCOA, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2016

PURCHASE CONTRACT

October ___, 2016

City Council of City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Ladies and Gentlemen:

On the basis of the representations, warranties, and covenants, and upon the terms and conditions, contained in this Purchase Contract (the "Contract"), the undersigned, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), offers to enter into this Contract with the City of Cocoa, Florida (the "Issuer"), subject to written acceptance hereof by the Issuer at or before 7:00 p.m., New York time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the $_____ aggregate principal amount of the City of Cocoa, Florida Capital Improvement Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Issuer, but rather is acting solely in its capacity as Underwriter for its own account.

The Series 2016 Bonds shall be dated as of the date of their delivery, and shall be payable in the years and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2016 Bonds is payable semi-annually on April 1 and October 1 of each year, commencing April 1, 2017. The purchase price for the Series 2016 Bonds shall be $_____ (representing the par amount of the Series 2016 Bonds of $_____ [plus/less a net bond premium/original issue discount of $_____ and] less an Underwriter's discount of $_____).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

The Series 2016 Bonds are payable from and secured, on a parity with the Issuer's outstanding Capital Improvement and Refunding Revenue Bond, Series 2010, by a pledge of and lien upon (i) Public Service Tax Revenues, (ii) Franchise Fee Revenues, (iii) Communication

Services Tax Revenues, and (iv) until applied in accordance with the provisions of the Bond Resolution, all moneys, including investments thereof, held in the funds and accounts established under the hereinafter defined Bond Resolution other than the Unrestricted Revenue Account and the Rebate Fund (collectively, the "Pledged Funds").

The Series 2016 Bonds are being issued pursuant to the Constitution and laws of the State of Florida (the "State"), Chapter 166, Parts II and III, Florida Statutes, and other applicable provisions of law and Resolution No. 98-25 duly adopted by the City Council of the Issuer (the "City Council") on April 14, 1998, as amended and supplemented by Resolution No. 2007-58 duly adopted by the City Council on June 26, 2007 (collectively, the "Master Resolution") and as supplemented by Resolution No. 2016-___ duly adopted by the City Council on October 11, 2016 ("Resolution No. 2016-___" and, collectively with the Master Resolution, the "Bond Resolution"). All capitalized terms not defined herein shall have the meanings ascribed thereto in the Bond Resolution.

The Series 2016 Bonds are being issued by Issuer for the purpose of, together with other available funds of the Issuer, (i) defeasing all of the Issuer's Outstanding Capital Improvement Revenue Bonds, Series 2007 (the "Series 2007 Bonds") and advance refunding all of the Series 2007 Bonds maturing on and after October 1, 2018, and (ii) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds[, including without limitation premium on a municipal bond insurance policy (the "Policy") from _____ (the "Insurer")].

2. Delivery of Official Statement and Other Documents.

(a) Prior to the date hereof, the Issuer has provided to the Underwriter for its review the Preliminary Official Statement dated October ___, 2016 that the Issuer deemed "final" as required by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule") as of its date (the "Preliminary Official Statement"), except for certain permitted omissions (the "Permitted Omissions"), as contemplated by the Rule in connection with the pricing of the Series 2016 Bonds. The Underwriter has reviewed the Preliminary Official Statement prior to the execution of this Contract. The Issuer hereby confirms that the Preliminary Official Statement was "final" as of its date, except for the Permitted Omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof, and at least three (3) business days prior to the date the Series 2016 Bonds are delivered to the Underwriter, or within such other period as may be prescribed by the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer, the number of copies, in form and substance satisfactory to the Underwriter, of the final Official Statement (the "Official Statement") that the Underwriter shall notify the Issuer is reasonably necessary. "Reasonably necessary" shall mean, at a minimum, the number that shall be sufficient to enable the Underwriter to comply with the requirements of Rule 15c2-12, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Official Statement with the MSRB's Electronic Municipal Market Access System ("EMMA") at http://emma.msrb.org portal.

The Issuer authorizes, or ratifies as the case may be, the use and distribution by the Underwriter of the Preliminary Official Statement, the Official Statement and the Bond Resolution in connection with the public offering and sale of the Series 2016 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2016 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement.

(c) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person on EMMA (but in no case less than 25 days following the end of the underwriting period), if any event occurs which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the Issuer, at its expense (unless such event was caused by the Underwriter), promptly will prepare an appropriate amendment or supplement thereto (and file, or cause to be filed, the same with EMMA, and mail such amendment or supplement to each registered owner of Series 2016 Bonds) so that the statements in the Official Statement as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its reasonable opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2016 Bonds are hereinafter included within the term "Official Statement." Unless the Underwriter shall provide written notice to the Issuer on October ___, 2016 (date of the "Closing") that the Underwriter retains directly, or as a member of an underwriting syndicate, an unsold balance of the Series 2016 Bonds, the end of the underwriting period shall be the date of Closing, but in no event later than 90 days after the Closing.

3. Representations of the Underwriter. The Underwriter is duly authorized to execute this Contract. Neither the Underwriter nor any "persons" or "affiliate" thereof has been on the "convicted vendor list" during the past 36 months as all such terms are defined in Section 287.133, Florida Statutes.

4. Public Offering. The Underwriter agrees to make a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) of all of the Series 2016 Bonds at not in excess of the initial public offering price or prices (or not below the yields) set forth on the inside cover page of the Official Statement. If such public offering does not result in the sale of all the Series 2016 Bonds, the Series 2016 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2016 Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter.

The Underwriter agrees to deliver a certificate of the Underwriter at the Closing in substantially the form attached hereto as Exhibit D.

5. Good Faith Deposit. The Underwriter has delivered herewith to the Issuer a check for $100,000.00 (One Hundred Thousand and 00/00 Dollars) payable to the order of the Issuer. In the event that the Issuer does not accept this offer, such check shall be immediately returned to the Underwriter. If the offer made hereby is accepted, the Issuer agrees to hold this check uncashed until the Closing as security for the performance by the Underwriter of its obligation to accept and pay for the Series 2016 Bonds at the Closing, and, in the event of its compliance with such obligation, such check shall be returned to the Underwriter at the Closing. In the event the Issuer fails to deliver the Series 2016 Bonds at the Closing, or if the Issuer shall be unable to satisfy the conditions of Closing contained herein, or if the obligations of the Underwriter are terminated for any reason permitted by this Contract, such check shall be immediately returned to the Underwriter, and such return shall constitute a full release and discharge of all claims by the Underwriter arising out of the transactions contemplated hereby, except that the obligations of the Issuer and the Underwriter set forth in Paragraph 10 hereof shall continue in full force and effect. In the event that the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Series 2016 Bonds at the Closing, such check shall be retained by the Issuer as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriter and such retention shall constitute a full release and discharge of all claims by the Issuer against the Underwriter arising out of the transactions contemplated hereby, except that the obligations of the Issuer and the Underwriter set forth in Paragraph 10 hereof shall continue in full force and effect.

6. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees:

(a) The Issuer is a municipal corporation, duly organized and validly existing pursuant to the Constitution and laws of the State and is authorized and empowered by law to issue, sell and deliver the Series 2016 Bonds to the Underwriter as described herein; to provide funds, together with other legally available funds to defease the Series 2007 Bonds; to accept this Contract; [to execute and deliver any insurance agreement between the Issuer and a municipal bond insurance provider;] to execute the Continuing Disclosure Certificate dated as of the date of the Closing (or such other date as determined by the Issuer), substantially in the form attached to the Preliminary Official Statement (the "Continuing Disclosure Certificate"); to execute and deliver the Escrow Deposit Agreement with The Bank of New York Mellon Trust Company, N.A. with respect to the defeasance of the Series 2007 Bonds (the "Escrow Agreement"); to execute the Official Statement; and to carry out and consummate all other transactions contemplated by the Official Statement and by each of the aforesaid documents, agreements, resolutions and ordinances.

(b) By official action of the Issuer taken prior to or concurrently with the acceptance hereof, the Issuer has duly adopted the Bond Resolution, and the Bond Resolution is in full force and effect and has not been amended, modified or rescinded (except as the Master Resolution has been amended by Resolution No. 2016-___, as set forth in the Preliminary Official Statement and Resolution No. 2016-__); the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of its obligations contained in the Series 2016 Bonds, the Continuing Disclosure Certificate, the Escrow Agreement and this Contract, and the consummation by it of all

other transactions contemplated by the Bond Resolution, the Official Statement, the Continuing Disclosure Certificate, the Escrow Agreement and this Contract to have been performed or consummated at or prior to the date of Closing, and the Issuer is in compliance with the provisions of the Bond Resolution.

(c) When delivered to the Underwriter in accordance with the terms of this Contract, the Escrow Agreement, the Continuing Disclosure Certificate and the Series 2016 Bonds will have been duly and validly authorized, executed, issued and delivered, the Bond Resolution will have been duly adopted, and each such instrument will constitute a legal, valid and binding limited obligation of the Issuer enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency or other laws affecting creditors' rights and remedies generally and to general principles of equity, and will be entitled to the benefits of the Bond Resolution; and the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Series 2016 Bonds, the legally valid and binding pledge of and lien on the Pledged Funds that it purports to create, as set forth in the Bond Resolution.

(d) Except as described in the Official Statement, the Issuer is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, or any agency or department of either, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties or other assets is otherwise subject, and, to the best knowledge of the Issuer, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the Issuer including the Issuer's receipt of the Pledged Funds in the amounts contemplated by the Official Statement; and the execution and delivery of the Series 2016 Bonds, the Escrow Agreement, the Continuing Disclosure Certificate, and this Contract and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained in each, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the Issuer under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2016 Bonds and the Bond Resolution.

(e) The Issuer is not and has not been in default on any obligations issued or guaranteed by the City at any time on or after December 31, 1975.

(f) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the financial condition of the Issuer, the Issuer's receipt of the Pledged Funds, or the due performance by the Issuer of its obligations under this Contract, the Escrow Agreement,

the Bond Resolution, the Continuing Disclosure Certificate and the Series 2016 Bonds have been, or prior to the Closing will have been, duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2016 Bonds or approvals, consents and orders: (i) described in the Official Statement as not having been obtained, or (ii) customarily granted in due course after application therefor and expected to be obtained without material difficulty or delay.

(g) The Series 2016 Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein and in accordance with the provisions of the Bond Resolution, will be legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms and the terms of the Bond Resolution (subject to and limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws in each case relating to or affecting the enforcement of creditor's rights generally, and other general principles of equity), and the Bond Resolution will provide, for the benefit of the holders from time to time of the Series 2016 Bonds, a legally valid and binding pledge of and lien on the Pledged Funds, subject to the provisions of the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(h) The Issuer has reviewed the information in the Preliminary Official Statement, except for the information provided by The Depository Trust Company ("DTC") [and the Insurer], as to which no view is expressed. The Preliminary Official Statement was, as of the date thereof, and the Official Statement is and at all times subsequent hereto up to and including the date of the Closing will be, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, any amendments or supplements to the Official Statement prepared and furnished by the Issuer pursuant hereto will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The descriptions of the Series 2016 Bonds, the Bond Resolution, the Escrow Agreement and the Continuing Disclosure Certificate contained in the Preliminary Official Statement and the Official Statement are true and accurate in all material respects.

(j) Except as disclosed in the Preliminary Official Statement and the Official Statement, since September 30, 2015, the Issuer will not have incurred any material liabilities, direct or contingent, or entered into any transaction which is material to potential holders of the Series 2016 Bonds, in each case other than in the ordinary course of its business, and there shall not have been any material adverse change in the condition, financial or otherwise, of the Issuer or its properties or other assets.

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency or public board or body, pending or, to the best knowledge of the Issuer, threatened, against or affecting the Issuer or the titles of its

officers to their respective offices, or which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2016 Bonds or the collection or pledge of the Pledged Funds pledged to pay the principal of and interest on the Series 2016 Bonds, or which in any way contests or affects the validity or enforceability of the Series 2016 Bonds, the Bond Resolution, the Escrow Agreement, this Contract and the Continuing Disclosure Certificate, or any of them, or which may result in any material adverse change in the business, properties, other assets or financial condition of the Issuer or which contests the tax-exempt status of the interest on the Series 2016 Bonds as described in the Preliminary Official Statement and the Official Statement, or which contests the power of the Issuer or any authority or proceedings for the issuance, sale or delivery of the Series 2016 Bonds or this Contract, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2016 Bonds, the Bond Resolution, the Escrow Agreement, the Continuing Disclosure Certificate or this Contract.

(l) The Issuer has done all things necessary on its part to entitle the Issuer to continue to receive each and all of the Pledged Funds at levels consistent with those historically received as set forth in the Preliminary Official Statement.

(m) The Issuer will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Series 2016 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, (ii) to determine the eligibility of the Series 2016 Bonds for investment under the laws of such states and other jurisdictions, and/or (iii) to continue such qualifications in effect so long as required for the distribution of the Series 2016 Bonds; provided that the Issuer shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now so subject or require it to qualify to do business and any expense related to the foregoing shall be borne by the Underwriter.

(n) The Issuer will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect any such amendment or supplement without the consent of the Underwriter. The Issuer will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Series 2016 Bonds.

(o) Except as disclosed in the Preliminary Offering Statement, the Issuer has not in the past five years failed to comply in any material respect with any agreement to which it is a party to provide continuing disclosure information pursuant to the Rule.

(p) The Issuer has the authority to defease all, and advance refund a portion, of the Series 2007 Bonds as described in the Preliminary Official Statement.

7. The Closing. At 10:00 a.m., New York time, on the date of Closing, or at such other time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will,

subject to the terms and conditions hereof, deliver the Series 2016 Bonds in book-entry form to the account of the Underwriter, at the facilities of DTC in New York, New York, or an agent thereof, or such other location as determined by the Underwriter and agreed to by the Issuer, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2016 Bonds as set forth in Paragraph 1 hereof in Federal Funds to the Issuer. The Issuer shall cause CUSIP identification numbers to be printed on the Series 2016 Bonds, but neither the failure to print such number on any Series 2016 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2016 Bonds in accordance with the terms of this Contract. The Closing shall occur at the offices of the Issuer in Cocoa, Florida, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Series 2016 Bonds shall be made available to the Underwriter no less than 24 hours before the Closing for purposes of inspecting and packaging. The Series 2016 Bonds shall be prepared and delivered as fully registered Series 2016 Bonds registered in such names and denominations as the Underwriter shall so designate to the Issuer and the printer of the Series 2016 Bonds not less than one day prior to the Closing.

8. Closing Conditions. The Underwriter has entered into this Contract in reliance upon the representations, warranties, covenants and agreements of the Issuer contained herein and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Contract to purchase, to accept delivery of and to pay for the Series 2016 Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder, and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations, warranties, covenants and agreements of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of Closing, the Bond Resolution, the Continuing Disclosure Certificate, the Escrow Agreement[, the Policy] and this Contract shall be in full force and effect and, except as approved in writing by the Underwriter, shall not have been amended, modified or supplemented since the date hereof, and the Official Statement as delivered to the Underwriter shall not have been supplemented or amended, except in any such case as may have been approved by the Underwriter;

(c) At the time of the Closing, all official action of the Issuer taken relating to this Contract, the Series 2016 Bonds, the Bond Resolution, the Escrow Agreement[, the Policy] and the Continuing Disclosure Certificate shall be in full force and effect and shall not have been amended, modified or supplemented, except for amendments, modifications or supplements which have been approved by the Underwriter prior to the Closing;

(d) At the time of the Closing, except as contemplated by the Official Statement, there shall have been no material adverse change in the financial condition of the Issuer;

(e) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) An opinion of Bryant Miller Olive P.A., Orlando, Florida ("Bond Counsel"), dated the date of the Closing and addressed to the Issuer, in substantially the form attached as Appendix D to the Official Statement and a reliance letter pertaining to such opinion addressed to the Underwriter.

(2) An opinion of Bond Counsel, dated the date of the Closing and addressed to the Underwriter, in such form as is acceptable to the Issuer and the Underwriter, (i) to the effect that the statements contained in the Official Statement under the captions "AMENDMENTS TO MASTER RESOLUTION," "DESCRIPTION OF THE SERIES 2016 BONDS" (except for the statements and information under the subheading entitled "Book-Entry Only System" as to which no opinion is expressed) and "SECURITY FOR THE SERIES 2016 BONDS," insofar as such statements purport to be summaries of certain provisions of the Bond Resolution and the Series 2016 Bonds, constitute accurate summaries of the provisions purported to be summarized therein, and the statements in the Official Statement under the caption "TAX MATTERS" are accurate, (ii) to the effect that the Series 2016 Bonds are exempt from registration under the Securities Act of 1933, as amended and (iii) to the effect that the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(3) An opinion of Bond Counsel, dated the date of the Closing and addressed to the Issuer and the Underwriter, in such form as is acceptable to the Issuer and the Underwriter, to the effect that the Series 2007 Bonds have been legally defeased and are no longer outstanding under the Master Resolution.

(4) An opinion, dated the date of the Closing and addressed to the Issuer, the Underwriter and Bond Counsel, of Garganese, Weiss & D'Agresta, P.A., City Attorney, in substantially the form attached hereto as Exhibit C.

(5) An opinion, dated the date of the Closing and addressed to the Issuer, of Bryant Miller Olive P.A., Tampa, Florida, Disclosure Counsel, in form and substance satisfactory to the Issuer and the Underwriter, and a reliance letter pertaining thereto addressed to the Underwriter, including opinions to the effect that, based on the assumptions and reliance noted in such opinion, nothing has come to the attention of Disclosure Counsel which leads Disclosure Counsel to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements, in light of the circumstances under which they were made, not misleading (provided that no opinion need be expressed regarding historical or projected financial information, demographic, statistical or operating data or information included in the Official Statement, including but not limited to appendices, schedules and exhibits, or any information about the Depository Trust Company and its book-entry system of registration).

(6) An opinion, dated the date of the Closing and addressed to the Underwriter, of GrayRobinson, P.A., Tampa, Florida, Underwriter's Counsel, in form and substance satisfactory to the Underwriter.

(7) A certificate dated the date of Closing and signed by the Mayor, the City Manager, and the City Clerk of the Issuer, or such other official satisfactory to the Underwriter, and in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the date of Closing, the Issuer has satisfied all conditions on its part to be performed or satisfied thereunder; (B) the Official Statement did not as of its date, and does not as of the date of Closing, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made not misleading (provided, that no opinion is hereby expressed regarding the information contained therein relating to [the Insurer or] DTC and its book-entry system); (C) except as disclosed in the Official Statement and except for the issuance of the Series 2016 Bonds on the date of Closing, (i) since September 30, 2015, no material and adverse change has occurred in the financial position or results of operations of the Issuer, (ii) the Issuer has not, since September 30, 2015, incurred any material liabilities payable from Pledged Funds other than in the ordinary course of business, and (iii) since the date of the information provided in the Official Statement, no material adverse change has occurred in the collection of the Pledged Funds; (D) the financial statements and other historical financial and statistical data relating to the Issuer included in the Official Statement are true and correct as of the date of such information; (E) no default under the Bond Resolution has occurred and is continuing, and the Issuer is not in breach of the covenants and obligations assumed under the Bond Resolution, and all payments required to be made in the funds and accounts provided under the Bond Resolution, if any, have been made to the full extent required; (F) the Issuer is not and has not been in default on any obligation issued or guaranteed by the Issuer at any time on or after December 31, 1975; (G) except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency or public board or body pending or threatened against the Issuer, (i) to restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds, or in any way contesting or affecting any authority for the issuance of the Series 2016 Bonds, the Bond Resolution or the execution and delivery of the Continuing Disclosure Certificate or the Escrow Agreement or the sale of the Series 2016 Bonds; (ii) questioning, contesting or affecting the corporate existence or powers of the Issuer or the City Council or the entitlement to office of the officers thereof; (iii) to restrain or enjoin the collection or pledge of the Pledged Funds, or any portion thereof, to pay the principal of, premium, if any, and interest on the Series 2016 Bonds; (iv) which may result in any material adverse change in the business, properties, assets or the financial condition of the Issuer; or (v) asserting that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (H) the Issuer has not been notified of any listing by the Internal Revenue Service to the effect that it is a

bond issuer whose arbitrage certifications may not be relied upon, and all provisions regarding any amounts to be rebated to the United States government have been complied with and provisions have been made for the payment of the rebate amount which will become due relating to outstanding debt of the Issuer, and there is not an unfunded materially significant arbitrage rebate liability of the Issuer owing the Internal Revenue Service; (I) the Series 2016 Bonds are in substantially the form approved by the City Council in the Bond Resolution, have been signed with the manual signatures of the undersigned Mayor and have been attested and countersigned with the manual signature of the undersigned City Clerk; and (J) the Bond Resolution has been duly adopted by the Issuer, is in full force and effect and have not been modified, amended or repealed.

(8) Certified copy of the Bond Resolution.

(9) Executed copies of the Continuing Disclosure Certificate, the Escrow Agreement and this Contract.

(10) Evidence that S&P Global Ratings ("S&P") has issued a rating not lower than "___" for the Series 2016 Bonds.

(11) Evidence of compliance with anti-dilution provisions of applicable outstanding indebtedness of the Issuer.

(12) Verification Report of GNP Services, CPA, P.A.

(13) A certificate of an authorized representative of The Bank of New York Mellon Trust Company, N.A. (the "Bank"), as Registrar, Paying Agent and Escrow Agent, to the effect that (A) the Bank is a national bank duly organized, validly existing and in good standing under the laws of the United States of America and is duly authorized to exercise trust powers in the State of Florida, (B) the Bank has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority to execute and perform its functions under the Bond Resolution, any registrar and paying agent agreement and the Escrow Agreement, (C) the performance by the Bank of its functions under the Bond Resolution, any registrar and paying agent agreement, and the Escrow Agreement will not result in any violation of the Articles of Association or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required to be obtained by the Bank in order to perform its functions under the Bond Resolution, any registrar and paying agent agreement, and the Escrow Agreement, (D) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to his or her knowledge, threatened against or affecting the Bank wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Bank to perform its obligations under the Bond Resolution, any registrar and paying agent agreement

or the Escrow Agreement and (E) the Series 2016 Bonds have been authenticated in accordance with the terms of the Bond Resolution.

(14) [A true and correct copy of the Policy insuring payment of the Series 2016 Bonds.]

(15) [An opinion of general counsel to Insurer and certificate of an officer of the Insurer, both dated the Closing Date and addressed to the Issuer and the Underwriter, concerning the Insurer, the Policy and the information relating to the Insurer and the Policy contained in the Official Statement, in such form and substance as is mutually and reasonably acceptable to the Issuer, Bond Counsel and the Underwriter.]

(16) Evidence that the Issuer has deemed the Preliminary Official Statement "final" as of its date for purpose of the Rule, except for "permitted omissions."

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request.

All of the evidence, opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Underwriter with such exceptions and modifications as shall be approved by the Underwriter and as shall not in the reasonable opinion of the Underwriter materially impair the investment quality of the Series 2016 Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2016 Bonds contained in this Contract, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2016 Bonds shall be terminated for any reason permitted by this Contract, this Contract shall terminate with respect to such Series 2016 Bonds subject to termination and neither the Underwriter nor the Issuer shall be under any further obligation hereunder with respect thereto, except that the Issuer shall return the good faith check referred to in Paragraph 5 and the respective obligations of the Issuer and the Underwriter set forth in Paragraph 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter shall have the right to terminate this Contract, without liability therefor, by notification to the Issuer, if at any time subsequent to the date of this Contract at or prior to Closing, any of the following events shall, in the Underwriter's sole and reasonable judgment occur:

(a) the market price or marketability of the Series 2016 Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Series 2016 Bonds, shall be materially adversely affected by any of the following events:

(i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of

committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Series 2016 Bonds; or

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (2) any other calamity or crisis in the financial markets of the United States or elsewhere, (3) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (4) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Series 2016 Bonds, the Bond Resolution or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(vi) any rating on:

(1) securities of the Issuer which are secured by a pledge or application of the Pledged Funds on a parity with the Series 2016 Bonds, or

(2) if the Series 2016 Bonds (or any portion thereof) are insured by a Policy, on the Insurer,

is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Series 2016 Bonds or the ability of the Underwriter to enforce contracts for the sale of the Series 2016 Bonds; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Series 2016 Bonds shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Series 2016 Bonds, including the underlying obligations as contemplated by this Contract or by the Official Statement, or any document relating to the issuance, offering or sale of the Series 2016 Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Contract by the Underwriter, all obligations of the Issuer and the Underwriter under this Contract shall terminate, without further liability, except that: (i) the Issuer promptly shall return the Good Faith Deposit to the Underwriter, in accordance with Section 5 hereof, and (ii) the Issuer and the Underwriter shall pay their respective expenses as set forth in Section 10 here.

10. Expenses. The Underwriter shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the obligations of the Issuer hereunder including, but not limited to: (a) the cost of preparation, printing or other reproduction of the Bond Resolution; (b) the cost of preparation and printing of the Series 2016 Bonds; (c) the fees and

disbursements of Bond Counsel, the City Attorney and Disclosure Counsel; (d) the fees and disbursements of the financial advisor to the Issuer; (e) the fees and disbursements of any experts, consultants or advisors retained by the Issuer, including fees of the auditor, the Paying Agent and Registrar, the Escrow Agent and the Verification Agent; (f) fees for bond ratings; (g) the costs of preparing, printing and delivering a reasonable number of copies of the Preliminary Official Statement and the Official Statement and any supplements or amendments to either of them; and (h) reimbursement to the Underwriter of expenses incurred by the Underwriter on behalf of the Issuer's employees and representatives in connection with this Contract, including but not limited to, meals and travel of such employees and representatives, which payment may be in the form of inclusion of such expense in the expense component of the Underwriter's discount.

The Underwriter shall pay: (a) all advertising expenses in connection with the public offering of the Series 2016 Bonds; (b) the cost of preparing, printing and delivery of any agreement among the Underwriter; and (c) all other expenses incurred by them or any of them in connection with the public offering of the Series 2016 Bonds, including the fees and disbursements of counsel retained by them, including the costs of all "blue sky" memoranda and related filing fees. In the event that either party shall have paid obligations of the other as set forth in this Section 10, adjustment shall be made at the time of the Closing.

11. Notices. Any notice or other communication to be given to the Issuer under this Contract may be given by delivering the same in writing at its address set forth above to the attention of the City Manager, 65 Stone Street, Cocoa, Florida 32922, Attn: Mr. John Titkanich, and any notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 111 North Magnolia Avenue, Suite 1175, Orlando, Florida 32801, Attn: Margaret Lezcano, Managing Director.

12. Parties in Interest. This Contract is made solely for the benefit of the Issuer and the Underwriter and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) the delivery of the Series 2016 Bonds pursuant to this Contract; or (iii) any termination of this Contract but only to the extent provided by the last part of Section 8 hereof.

13. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in its sole discretion, and the approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing, signed by appropriate officer or officers of the Underwriter and delivered to the Issuer.

14. Effectiveness. This Contract shall become effective upon the execution of the acceptance hereof by the City Manager and shall be valid and enforceable at the time of such acceptance.

15. Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

16. Headings. The headings of the sections of this Contract are inserted for convenience only and shall not be deemed to be a part hereof.

17. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter, and the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby, and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Contract; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

[Remainder of page intentionally left blank]

18. Florida Law Governs. The validity, interpretation and performance of this Contract shall be governed by the laws of the State of Florida.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, the Underwriter

By:_____
Name: Margaret Lezcano
Its: Managing Director

Accepted by:

CITY OF COCOA, FLORIDA

_____
John Titkanich, Jr., City Manager

Attested by:

_____
Carie Shealy, City Clerk

EXHIBIT A

CITY OF COCOA, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2016

MATURITIES, AMOUNTS, INTEREST RATES, PRICES AND YIELDS

$_____ Serial Bonds

Maturity	Amount	Interest Rate	Price	Yield

$_____ ____% Term Bond due October 1, 20__ Price ____ Yield ____%
$_____ ____% Term Bond due October 1, 20__ Price ____ Yield ____%

REDEMPTION PROVISIONS

Optional Redemption. The Series 2016 Bonds maturing on or prior to October 1, 20___ are not subject to redemption prior to their stated maturities. The Series 2016 Bonds maturing on or after October 1, 20____ are redeemable prior to their stated dates of maturity, at the option of the Issuer, in whole or in part on any date on or after October 1, 20___ (in such manner of selection of maturities as the Issuer shall deem appropriate and by lot within maturities), at the redemption prices equal to the principal amount of the Series 2016 Bonds to be redeemed plus interest accrued to the date of redemption.

Mandatory Redemption. The Series 2016 Bonds maturing on October 1, 20__ shall be subject to mandatory redemption prior to maturity, by lot, in such manner as the Registrar may deem appropriate, at a redemption price equal to the principal amount thereof plus interest accrued to the date of redemption, on October 1, 20__, and on each October 1, thereafter, from Amortization Installments deposited in the Redemption Account, in the following principal amounts in the years specified:

Year	Amortization Installment
*	

* Maturity

The Series 2016 Bonds maturing on October 1, 20__ shall be subject to mandatory redemption prior to maturity, by lot, in such manner as the Registrar may deem appropriate, at a redemption price equal to the principal amount thereof plus interest accrued to the date of redemption, on October 1, 20__, and on each October 1, thereafter, from Amortization Installments deposited in the Redemption Account, in the following principal amounts in the years specified:

Year	Amortization Installment
*	

* Maturity

EXHIBIT B

$_____
CITY OF COCOA, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2016

DISCLOSURE STATEMENT

October ___, 2016

City Council of City of Cocoa
Cocoa, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by City of Cocoa, Florida (the "Issuer") of the issue of bonds referred to above (the "Series 2016 Bonds"), Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), has agreed to underwrite a public offering of such Series 2016 Bonds. Arrangements for underwriting the Series 2016 Bonds will include a Purchase Contract between the Issuer and the Underwriter (the "Purchase Contract"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Contract.

The purpose of this letter is to furnish, pursuant to the provisions of Sections 218.385(2), (3) and (6), Florida Statutes, certain information in respect to the arrangement contemplated for the underwriting of the Series 2016 Bonds as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriter in connection with the issuance of the Series 2016 Bonds are set forth on Schedule I attached hereto.

(b) There are no "finders," as that term is defined in Section 218.386, Florida Statutes, connected with the issuance of the Series 2016 Bonds.

(c) The amount of underwriting spread, including the management fee, expected to be realized is as follows:

	Per $1,000	Dollar Amount
Average Takedown		
Underwriter's Expenses		
Management Fee		
Total Underwriting Spread		

(d) No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Series 2016 Bonds to any person not regularly employed or retained by the Underwriter, except as described in Schedule I attached hereto.

(e) The name and address of the Underwriter are set forth below:

Stifel, Nicolaus & Company, Incorporated
111 North Magnolia Avenue, Suite 1175
Orlando, Florida 32801

(f) The Issuer is proposing to issue $_____ of its Capital Improvement Refunding Revenue Bonds, Series 2016, to, together with other legally available funds of the Issuer, (i) defease all of the Issuer's Outstanding Capital Improvement Revenue Bonds, Series 2007, and (ii) pay certain costs and expenses relating to the issuance of the Series 2016 Bonds.

The Series 2016 Bonds are expected to be repaid over a period of approximately _____ years (from the date of Closing). At a true interest cost rate of approximately _____%, total interest paid over the life of the Series 2016 Bonds will be $_____.

The payment of the principal of, premium, if any, and interest on the Series 2016 Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds. Authorizing the Series 2016 Bonds will result in an average of $_____ of Pledged Funds not being available to finance the other services of the Issuer each year for approximately _____ years.

[Remainder of page intentionally left blank]

We understand that the Issuer does not require any further disclosure from the Underwriter, pursuant to Sections 218.385(2), (3) and (6), Florida Statutes.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, the Underwriter

By:_____
Name: Margaret Lezcano
Its: Managing Director

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

	Per $1,000	Dollar Amount
Underwriter's Counsel		
Travel / Miscellaneous		
DTC Charges		
CUSIP Expense		
Ipreo Expense		
Continuing Disclosure Review		
TOTAL		

EXHIBIT C

October ___, 2016

City Council of the City of Cocoa
Cocoa, Florida

Bryant Miller Olive P.A.
Orlando, Florida

Stifel, Nicolaus & Company, Incorporated
Orlando, Florida

Re: $_____ City of Cocoa, Florida Capital Improvement Refunding Revenue Bonds, Series 2016

Ladies and Gentlemen:

This opinion is being delivered as the opinion of City Attorney to the City of Cocoa, Florida (the "Issuer"). All terms used herein in capitalized form and not otherwise defined herein shall have the same meaning assigned thereto in the Bond Resolution (as hereinafter defined) or in the hereinafter defined Purchase Contract. In connection with the sale, issuance, execution and delivery of the above-referenced bonds (the "Series 2016 Bonds"), we have examined the Constitution and laws of the State of Florida, including particularly, Chapter 166, Parts II and III, Florida Statutes, and other applicable provisions of law, and Resolution No. 98-25 duly adopted by the City Council of the City (the "City Council") on April 14, 1998, as amended and supplemented by Resolution No. 2007-58 duly adopted by the City Council on June 26, 2007 (collectively, the "Master Resolution") and as supplemented by Resolution No. 2016-___ duly adopted by the City Council on October 11, 2016 ("Resolution No. 2016-___" and, collectively with the Master Resolution, the "Bond Resolution"). We have also reviewed the Preliminary Official Statement dated October ___, 2016, related to the Series 2016 Bonds (the "Preliminary Official Statement") and the final Official Statement dated October ___, 2016, related to the Series 2016 Bonds (the "Official Statement"), the Purchase Contract dated October ___, 2016, by and between the Issuer and the Underwriter (the "Purchase Contract"), the Continuing Disclosure Certificate dated as of the date hereof (the "Continuing Disclosure Certificate") and the Escrow Deposit Agreement dated as of the date hereof (the "Escrow Agreement"). We have also made such investigation and have examined such ordinances, resolutions, certificates, documents, public records and proceedings as We have deemed relevant and necessary in rendering the opinions expressed below.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the Bond Resolution, Preliminary Official Statement, Official Statement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation. We have not undertaken any independent audit, examination, investigation or inspection of such matters and have relied solely on the facts, estimates, and circumstances described in such proceedings and certifications. We

have assumed the genuineness of signatures (except signatures on behalf of the Issuer) on all documents and instruments, the authenticity of documents submitted as originals and the conformity to original documents submitted as copies. It is also understood that we, and the Issuer, have solely relied on Bond Counsel, Bryant Miller Olive P.A. for the opinions referenced in their opinion letter(s) to the Issuer and the Underwriter, dated October ____, 2016, and the issuance of legal advice and opinions regarding the Series 2016 Bonds and other related bond closing documents. Whenever in this opinion a matter is limited by the term "to the best of our knowledge," such statement is deemed to refer to our actual knowledge and excludes imputed knowledge, and we disclaim any duty to verify the same by independent investigation.

This opinion should not be construed as offering material or an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of bonds. In addition, we have not been engaged to and, therefore, do not express any opinion as to compliance by the Issuer with any federal or state statute, regulation, or ruling with respect to securities and the sale and distribution of the Series 2016 Bonds.

Based upon the foregoing, we are of the opinion, as of the date of this letter, that:

(1) The Issuer is a municipal corporation duly organized and validly existing under the laws of the State of Florida and has full legal right, power and authority to adopt and perform its obligations under the Bond Resolution and to authorize, execute and deliver and to perform its obligations under the Series 2016 Bonds, the Purchase Contract, the Continuing Disclosure Certificate and the Escrow Agreement.

(2) The Issuer has duly adopted the Bond Resolution, and has duly authorized, executed and delivered the Purchase Contract, the Series 2016 Bonds, the Continuing Disclosure Certificate and the Escrow Agreement, and each constitutes the legal, binding and valid obligation of the Issuer, enforceable in accordance with its terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion.

(3) All approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Issuer of its obligations under the Bond Resolution or the collection of the Pledged Funds have been obtained and are in full force and effect.

(4) With respect to the information contained in the Official Statement under the headings "THE CITY," "AUTHORITY FOR ISSUANCE," "SECURITY FOR THE SERIES 2016 BONDS," "LITIGATION" and "AUTHORIZATION OF OFFICIAL STATEMENT," and without having undertaken to determine independently the accuracy or completeness of the contents contained under such headings in the Official Statement, including but not limited to appendices, schedules and exhibits thereto, nothing has come to our attention which leads us to believe that the information contained under said headings of the Official Statement (except for the historical financial information, demographics, and statistical or other operating data or information contained therein and except for information therein regarding [the Insurer, the Policy

and] DTC and its book-entry system, as to which no view or opinion is expressed by us) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. No view or opinion is expressed by us with respect to information contained under any other heading of the Official Statement than those set forth herein.

(5) The Preliminary Official Statement has been duly authorized and delivered by the Issuer, and the Official Statement has been duly authorized, executed and delivered by the Issuer, and the Issuer has consented to the use thereof for the offering of the Series 2016 Bonds.

(6) The Issuer is empowered to undertake the defeasance and refunding of the Series 2007 Bonds, as described in the Official Statement.

(7) The adoption of the Bond Resolution and the authorization, execution and delivery of the Continuing Disclosure Certificate, the Escrow Agreement, the Purchase Contract and the Series 2016 Bonds, and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, consent decree, ordinance or resolution or, to the best of our knowledge, any agreement or other instrument to which the Issuer was or is subject as the case may be, nor will such enactment, adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Bond Resolution; provided, however, that no opinions is expressed concerning compliance with the federal securities laws or the "Blue Sky" laws of the various states.

(8) The Issuer is lawfully entitled to receive and empowered to pledge the Pledged Funds to the extent and for the purposes provided in the Bond Resolution. The Issuer is in compliance with all applicable requirements of law relating to the Issuer's receipt of the Pledged Funds.

(9) Except as otherwise disclosed in the Official Statement, there is no litigation or proceeding pending, or to the best of our knowledge after due inquiry threatened, challenging the creation, organization or existence of the Issuer, or the validity of the Bond Resolution, the Series 2016 Bonds, the Purchase Contract, the Escrow Agreement or the Continuing Disclosure Certificate, seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby or under which a determination adverse to the Issuer would have a material adverse effect upon the financial conditions or the revenues of the Issuer, or which, in any manner, questions the right of the Issuer to issue the Series 2016 Bonds or to collect or pledge the Pledged Funds for repayment of the Series 2016 Bonds as described in the Official Statement.

This opinion is rendered and delivered to you solely for your benefit in connection with the transactions contemplated hereby. The opinions rendered herein may not be used, circulated, quoted, relied upon or otherwise referred to by others for any purpose without our prior written consent.

All opinions expressed herein are based upon present Florida law and the present federal laws of the United States (and interpretations thereof) and not the law of any other jurisdiction. Further, all opinions expressed herein are predicated upon present facts and circumstances. We do not assume any duty to update the opinions rendered herein if such laws (and interpretations thereof), facts or circumstances change after the date hereof.

Sincerely,

GARGANESE, WEISS, & D'AGRESTA, P.A.

EXHIBIT D
FORM OF ISSUE PRICE CERTIFICATE

This Certificate is furnished by Stifel, Nicolaus & Company, Incorporated as underwriter (the "Underwriter") of the $_____ stated principal amount of the City of Cocoa, Florida Capital Improvement Refunding Revenue Bonds, Series 2016 (the "Bonds"). The Underwriter hereby certifies and represents the following, based upon the information available to it:

1. Issue Price.

1.1 As of the date a purchase agreement was signed with respect to the Bonds (the "Sale Date"), we reasonably expected that the first prices at which [a substantial amount of each maturity (*i.e.*, at least 10%) of] the Bonds would be sold to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriter or wholesalers) in a bona fide public offering would be the prices listed on Schedule A.

1.2 In our opinion, and based upon our estimate as of the Sale Date, the initial offering prices of the Bonds set forth in Schedule A are within a reasonable range of, and should reflect, the fair market prices for such Bonds.

1.3 As of the Sale Date, all of the Bonds have actually been offered to the general public at the prices listed in Schedule A.

1.4 As of the Sale Date at least 10% of each maturity of the Bonds were first sold or were reasonably expected to be first sold at the prices referred to in Schedule A.

2. [Reserved].

[3. Credit Enhancement.

3.1 The present value of the amounts paid to obtain the Credit Enhancement (as defined in the Tax Certificate) is less than the present value of the interest reasonably expected to be saved as a result of having the Credit Enhancement, using the yield on the Bonds as the discount factor for this purpose.

3.2 To the best knowledge of the undersigned, the amount paid by the Issuer to the Credit Enhancer for the Credit Enhancement is within a reasonable range of premiums charged for comparable credit enhancement for obligations comparable to the obligation evidenced and represented by the Bonds.

3.3 The fees paid and to be paid to obtain the Credit Enhancement were determined in arm's-length negotiations and were required as a condition to the issuance by the Credit Enhancer of the Credit Enhancement.

3.4 To the best of knowledge of the undersigned, the fees paid and to be paid for the Credit Enhancement represent a commercially reasonable charge for the transfer of credit risk. Such fees do not include any direct or indirect payment for a cost, risk or other element that is not

customarily borne by guarantors of tax-exempt bonds in transactions in which the guarantor has no involvement other than as guarantor. No non-guarantee services are being provided by the Credit Enhancer.]

We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Bond Counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

Dated: October ___, 2016

STIFEL, NICOLAUS & COMPANY, INCORPORATED, as underwriter

By: _____
Margaret Lezcano, Managing Director

By: _____
Alan Murphy, Managing Director and Underwriter

Legislation Details (With Text)

File #:	16-459	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	10/4/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	

Title: (1) Consider and uphold the bid protest filed by Odyssey Manufacturing Company; (2) Rescind the September 13, 2016 City Council bid award to Allied Universal Corp. of the Sodium Hypochlorite component of BID #B-16-19-COC (Water and Wastewater Treatment Chemicals); (3) Reject all Sodium Hypochlorite bids including the bids of both Allied Universal Corp.; and (4) direct staff to re-advertise and re-solicit bids for the Sodium Hypochlorite component of BID #B-16-19-COC. (City Manager)

Sponsors:

Indexes:

Code sections:

Attachments:
Notice for Bid Protest Commitee Meeting
Supporting Documents (includes Odyssey Bid Protest)
Odyssey MFG Co.(Bid Proposal)
Allied Universal Corporation- (Bid Proposal)
Allied Bid Protest Response Correspondence to Hamilton-Suarez 093016
Allied Bid Protest Response
Allied Bid Protest Response Exhibit A
Allied Bid Protest Response Exhibit B
Exhibit Allied Bid Protest Response C
Allied Bid Protest Response Exhibit D
Allied Bid Protest Response Exhibit E
Allied Bid Protest Response Exhibit F
Allied Bid Protest Response Exhibit G
Allied Bid Protest Response Exhibit H
Allied Bid Protest Response EXHIBIT I
Allied Bid Protest Response Exhibit J
Odyssey Manufacturing Bid Protest minutes

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 4, 2016
Agenda Date: October 11, 2016
Prepared By: Anthony A. Garganese, City Attorney
Through: John A. Titkanich, City Manager
Requested Action:
(1) Consider and uphold the bid protest filed by Odyssey Manufacturing Company; (2) Rescind the September 13, 2016 City Council bid award to Allied Universal Corp. of the Sodium Hypochlorite

component of BID #B-16-19-COC (Water and Wastewater Treatment Chemicals); (3) Reject all Sodium Hypochlorite bids including the bids of both Allied Universal Corp.; and (4) direct staff to re-advertise and re-solicit bids for the Sodium Hypochlorite component of BID #B-16-19-COC

BACKGROUND:

On September 13, 2016, the City Council awarded bids to several low bidders on BID #B-16-19-COC (Water and Wastewater Treatment Chemicals). The Sodium Hypochlorite component was awarded to Allied Universal Corp. ("Allied") as low bidder. Only two bids were received on the Sodium Hypochlorite component of BID #B-16-19-COC.

Shortly after the award, the second lowest bidder, Odyssey Manufacturing Co. ("Odyssey"), timely filed a bid protest seeking to have the award to Allied rescinded and the Allied bid rejected as non-responsive. In summary, Odyssey asserted that Allied in its bid: (1) failed to disclose on the bid form the "% available chlorine", or strength of the solution being provided; (2) failed to acknowledge Addendum #2 whereby the City required that the Sodium Hypochlorite concentration must be between "120 - 125 grams per liter" which is equivalent to 12.0% - 12.5%; and (3) submitted 3rd party sample results for its product showing that the % available chlorine strength of the Allied product was 128 g/l (12.8%) and was therefore outside of the acceptable range allowed by the City's bid specifications.

Pursuant to the City's Financial Operations Manual, a bid protest committee ("Committee") was formed to review Odyssey's bid protest and provide a recommendation to the City Council. Committee members were appointed by the City Manager and consisted of Matt Fuhrer, Assistant City Manager, Ed Wegerif, Director of Public Works, and Anne Quesada, Accounting Manager. Backup materials including Allied and Odyssey's bids, Odyssey's bid protest, Allied's response to the bid protest, and the award materials were provided to the Committee for consideration.

On October 3, 2016, a noticed public meeting was held whereby the Committee heard presentations from Odyssey and Allied, reviewed the backup materials provided, and discussed the merits of the bid protest. After open deliberation, the Committee unanimously decided to recommend to the City Council that Odyssey's bid protest be upheld, that the September 13, 2016 award of the Sodium Hypochlorite bid to Allied be rescinded, that Allied's bid be rejected as non-responsive, and the City Council either award the bid to Odyssey as second lowest bidder or reject all bids and send the Sodium Hypochlorite component of BID #B-16-19-COC out for rebid.

Following the Committee's decision, the Utility Department reviewed Odyssey's bid for responsiveness. Upon further review, it was determined that a City bid requirement that the pH of the Sodium Hypochlorite solution not exceed 12.7 units had not been met by either Odyssey or Allied. Upon further consideration of the bid specifications and the apparent inability of either of the two bidders to meet the City's pH specification, the Utility Department has recommended that it would be in the best interests of the City and to the integrity of the bidding process that all bids be rejected and the Sodium Hypochlorite component of BID #B-16-19-COC be re-advertised for bids. This recommendation will not affect awards to other bidders on BID #B-16-19-COC for chemicals other than Sodium Hypochlorite.

Copies of all the materials provided to the Bid Protest Committee and the minutes of the Bid Protest Committee meeting held on October 3, 2016 which includes the Committee's recommendation are provided in the Agenda backup materials.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

At a Regular City Council meeting held on September 13, 2016, Council awarded the Sodium Hypochlorite component of BID #B-16-19-COC (Water and Wastewater Treatment Chemicals) to Allied Universal Corp.

RECOMMENDED MOTION:

Uphold the bid protest filed by Odyssey Manufacturing Company; (2) Rescind the September 13, 2016 City Council bid award to Allied Universal Corp. of the Sodium Hypochlorite component of BID #B-16-19-COC (Water and Wastewater Treatment Chemicals); (3) Reject all Sodium Hypochlorite bids including the bids of both Allied Universal Corp.; and (4) direct staff to re-advertise and re-solicit bids for the Sodium Hypochlorite component of BID #B-16-19-COC

powered by Legistar™

CITY OF COCOA, FLORIDA
NOTICE OF PUBLIC MEETING

October 3, 2016
3:00 pm

NOTICE is hereby given that there will be a meeting of the Protest Decision Committee for ITB B-16-17-COC, Water and Wastewater Treatment Chemicals project (Sodium Hypochlorite), on Monday, October 3, 2016 at 3:00 pm, in the City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922.

Please note that one or more members of Council may be in attendance.

If you have any questions, or require additional information, please contact the Office of the City Clerk by phone at 321-433-8484 or through email at cshealy@cocoafl.org.

Dated this the 30th day
of September, 2016.

Carie Shealy, CMC, City Clerk

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

File #:	16-385 Version: 1	Name:	
Type:	Contract	Status:	Consent Agenda
File created:	8/29/2016	In control:	City Council
On agenda:	9/13/2016	Final action:	
Title:	To Award Bid #B-16-19-COC, Water & Wastewater Treatment Chemicals, to Allied Universal Corp., Miami, Florida; Cheney Lime & Cement Co., Jacksonville, Florida; Harcros Chemicals, Inc., Tampa, Florida; Kemira Water Solutions, Inc., Lawrence, Kansas; Tanner Industries, Inc., Southhampton, Pennsylvania; and Airgas, Lawrenceville, Georgia, for the Purchase of Various Chemicals for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility; To Approve the Second and Final Amendment to Purchase Agreement with Tropichem Enterprises, Palm Beach Gardens, Florida; To Approve the First Amendment to Purchase Agreement with Brenntag Mid-South, Inc., Orlando, Florida, and Tronox Alkali Wyoming Corporation, Philadelphia, Pennsylvania; Subject to FY2017 budget approval		
Attachments:	1. Bid B-16-19-COC Cover Memo and Bid Tab, 2. Brenntag Mid-South - 1st Amendment to Purch Agmt, 3. Tronox Alkali - 1st Amendment to Purch Agmt, 4. Tropichem - 2nd and Final Amendment to Purch Agmt, 5. ChemTables FY2017		

CITY COUNCIL AGENDA ITEM

Memo Date: August 29, 2016
Agenda Date: September 13, 2016
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:

To Award Bid #B-16-19-COC, Water & Wastewater Treatment Chemicals, to Allied Universal Corp., Miami, Florida; Cheney Lime & Cement Co., Jacksonville, Florida; Harcros Chemicals, Inc., Tampa, Florida; Kemira Water Solutions, Inc., Lawrence, Kansas; Tanner Industries, Inc., Southhampton, Pennsylvania; and Airgas, Lawrenceville, Georgia, for the Purchase of Various Chemicals for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility; To Approve the Second and Final Amendment to Purchase Agreement with Tropichem Enterprises, Palm Beach Gardens, Florida; To Approve the First Amendment to Purchase Agreement with Brenntag Mid-South, Inc., Orlando, Florida, and Tronox Alkali Wyoming Corporation, Philadelphia, Pennsylvania; Subject to FY2017 budget approval

BACKGROUND:

On August 11, 2016, Purchasing sent out two hundred eight (208) invitations and notifications to bid and received eleven (11) responses from thirty-four (34) plan holders. Staff requests City Council approved of Bid B-16-19-COC to six vendors for the purchase of chemicals for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility. Attached Table #1, Bid B-16-19-COC, lists all low bidder vendors and respective chemicals.

Table #2, Bid B-14-17-COC, shows the 2nd and final amendment to purchase agreement with Tropichem Enterprises at the same rates, terms, and conditions.

Table #3, Bid B-15-25-COC, shows the 1st amendment to purchase agreement with Brenntag Mid-South, Inc., and Tronox Alkali Wyoming Corp at the same rates, terms and conditions.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$2,889,700
Account Number	421-4020-536.52-00 - $2,827,700 421-4120-536.52-00 - $ 62,000
Account Name	Operating Supplies
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On November 10, 2015, City Council approved Bid B-15-25-COC, Water Treatment Chemicals, to Brenntag Mid-South, Orlando, Florida, and Tronox Alkali Wyoming Company, Philadelphia, Pennsylvania, for the Purchase of Liquid Chlorine and Soda Ash.

On September 23, 2014, City Council approved Bid B-14-17-COC to Tropichem Enterprises for Wisprofloc-N-Starch.

On September 22, 2015, City Council approved the 1st amendment to purchase agreement to Tropichem Enterprises.

RECOMMENDED MOTION:

To Award Bid #B-16-19-COC, Water & Wastewater Treatment Chemicals, to Allied Universal Corp., Miami, Florida; Cheney Lime & Cement Co., Jacksonville, Florida; Harcros Chemicals, Inc., Tampa, Florida; Kemira Water Solutions, Inc., Lawrence, Kansas; Tanner Industries, Inc., Southhampton, Pennsylvania; and Airgas, Lawrenceville, Georgia, for the Purchase of Various

Chemicals for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility; To Approve the Second and Final Amendment to Purchase Agreement with Tropichem Enterprises, Palm Beach Gardens, Florida; To Approve the First Amendment to Purchase Agreement with Brenntag Mid-South, Inc., Orlando, Florida, and Tronox Alkali Wyoming Corporation, Philadelphia, Pennsylvania; Subject to FY2017 budget approval.

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

To: Troy Howell, Superintendent

From: Sonja Suarez, Purchasing Manager

Date: 8/11/16

Re: **Bid #B-16-19-COC, Water & Wastewater Treatment Chemicals**

Bids for the subject offering were opened on August 11, 2016 at 3:00 p.m. Purchasing sent out two hundred eight (208) invitations and notifications to bid and received eleven (11) responses from thirty-four (34) plan holders.

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

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

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

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: August 11, 2016

BID NUMBER: B-16-19-COC Water & Wastewater Treatment Chemicals

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	Section	Description	Unit	Quantity	Unit Cost	Extension	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00410 Non-Collusion Affidavit	00488 Drug Free	00490 Conflict of Interest Statement	Receipt of Addendum
Allied Universal Corp.						00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$							
3901 NW 115 Ave							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
Miami, FL 33178						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
	Y	NA	Y	Y	Y	00310-E	Hydrofluosilicic Acid	TON	140	$	$	N	Y	Y	Y	Y	Y	1
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$.459/991	$784,258.88							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Cheney Lime & Cement Co.						00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$183.50	$1,423,042.50							
							Quick-Lime 3/4" Pebble	TON	6,500	$183.50	$1,192,750.00							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
P.O. Box 57605	Y	NA	Y	Y	Y	00310-E	Hydrofluosilicic Acid	TON	140	$	$	N	Y	Y	Y	Y	Y	Y
Jacksonville, FL 32241						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							

Hawkins, Inc.	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
2263 Clark St.						00310-C	Soda Ash	TON	2,000	$	$							
Apopka, FL 32703						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$500.00	$70,000.00							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Odyssey Manufacturing Co.	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
1484 Massaro Blvd						00310-F	Carbon dioxide	TON	1120	$	$							
Tampa, FL 33619						00310-G	Sodium Hypochlorite	GAL	1,708,625	$.464/991	$792,802.00							
							Sodium Hypochlorite(% Available Chlorine/LB.)				12.50%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Thatcher Co.	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
1905 Fortune Road						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
Salt Lake City, UT 84104						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$185.87 Dry Basis (18% Fe Equivalent)	$327,131.20							

Harcros Chemicals, Inc. 5132 Trenton St. Tampa, FL 33619	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$480.00	$67,200.00							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Kemira Water Solutions, Inc. 4321 W. 6th St. Lawrence, KS 66049	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	Y	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$171.00 per dry ton	$300,960.00							
Tanner Industries, Inc. 735 Davisville Road Southampton, PA 18966	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	Y	Y	Y	Y	Y	Y	1
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$1,480.00	$118,400.00							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Airgas 2530 Sever Road, Suite 300 Lawrenceville, GA 30043	Y	NA	Y	N	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	N	Y	Y	Y	Y	N
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$178.25	$199,640.00							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							

Brenntag Mid-South 250 Central Florida Parkway Orlando, FL 32824	NO BID	NO BID	NO BID	NO BID	NO BID													
	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$306.94	$2,380,319.70	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$306.94	$1,995,110.00							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
Lhoist North America						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
1479 Town Center Dr. ste 229						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
Lakeland, FL 33803							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							

Finance Department
PURCHASING DIVISION
65 Stone Street
Cocoa, FL 32922

NOTICE OF AWARD

Department:	Division:
Utilities	Dyal
Bid / RFP / RFQ #: B-16-19-COC	Contract #:
Awarded To: Allied Universal Corp.	Commodity / Work Description: WATER & WASTEWATER TREATMENT CHEMICALS
Address / City / State / Zip: 3901 NW 115 Ave. Miama, Fl. 33178	Phone / Fax #'s: 305-888-2623
Purchase / Contract Amount: $211,000	Date of Award / City Council Approval: 9/13/2016

PLEASE COMPLETE THE INFORMATION REQUESTED ABOVE AS SOON AS THE CONTRACTOR HAS ACCEPTED AND THE CITY COUNCIL HAS APPROVED THE AWARD OF THIS OFFERING.

RETURN THIS DOCUMENT TO THE PURCHASING DIVISION WHEN COMPLETE

Thank you for your cooperation.

Department Request for Bid Form

Bid No: B | 16-19-Con | **Anhydrous Ammonia**

Legal Advertisement Date(s): 7/14 and 7/21

Bid Opening: Aug 11, 2016 **Mail Date:** July 11, 2016 Questions due 8/4

Pre-Bid Date: NA **Location:** CITY HALL

All dates and bid numbers above are assigned by the Purchasing Division.

Is this Federally Funded Money?	☐ YES	☑ NO
Is this Grant Money?	☐ YES	☑ NO
If Grant Money list CFDA Number:		
Project Coordinator's Name:		
Project Coordinator's Title:		
Legal Ad Account Number:	421.4020.536.4900	
Package Cost Required (optional):	☐ YES	☑ NO
How much for Package (?):		
Estimated Value of Sealed Bid:		
Amount Budgeted:	$87,000.00	
Fiscal Year Budgeted:	2017	
Budgeted into Account Number:	421.4020.536.4602	
Liquidated Damages (Optional):	☐ YES	☑ NO
Amount of Liquidated Damages ($):		
Pre-Bid Meeting Required:	☐ YES	☑ NO
If YES, Select one of these options:	☐ MANDATORY	☐ NON MANDATORY
5% Bid Bond Required:	☐ YES	☑ NO
Specifications Fowarded to Purchasing:	☑ YES	☐ NO
Blue Prints, Charts, or Drawings Included:	☐ YES	☑ NO

Commencement/Completion Dates, If Required

1. **Commence work within** 14 **calendar days after Notice to Proceed.**
2. **Substantially complete work within** _____ **calendar days after Notice to Proceed.**
3. **Totally complete work within** _____ **calendar days after Notice to Proceed.**

GENERAL SCOPE OF SERVICES:

To supply the Dyal WTP with approximately 120,000 lbs. of anhydrous ammonia during the fiscal year.

Requester: David Fisher, Superintendent **Date:** 6/27/2016

Phone #: 321-635-7773

Department Request for Bid Form

Bid No: B | | **Carbon Dioxide**

Legal Advertisement Date(s):

Bid Opening: **Mail Date:**

Pre-Bid Date: NA **Location:** CITY HALL

All dates and bid numbers above are assigned by the Purchasing Division.

Is this Federally Funded Money?	☐ YES	☑ NO
Is this Grant Money?	☐ YES	☑ NO
If Grant Money list CFDA Number:		
Project Coordinator's Name:		
Project Coordinator's Title:		
Legal Ad Account Number:	421.4020.536.4900	
Package Cost Required (optional):	☐ YES	☑ NO
How much for Package (?):		
Estimated Value of Sealed Bid:		
Amount Budgeted:	$151,000.00	
Fiscal Year Budgeted:		
Budgeted into Account Number:	421.4020.536.4602	
Liquidated Damages (Optional):	☐ YES	☑ NO
Amount of Liquidated Damages ($):		
Pre-Bid Meeting Required:	☐ YES	☑ NO
If YES, Select one of these options:	☐ MANDATORY	☐ NON MANDATORY
5% Bid Bond Required:	☐ YES	☑ NO
Specifications Fowarded to Purchasing:	☑ YES	☐ NO
Blue Prints, Charts, or Drawings Included:	☐ YES	☑ NO

Commencement/Completion Dates, If Required

1. **Commence work within** 14 **calendar days after Notice to Proceed.**
2. **Substantially complete work within** _____ **calendar days after Notice to Proceed.**
3. **Totally complete work within** _____ **calendar days after Notice to Proceed.**

GENERAL SCOPE OF SERVICES:

To supply the Dyal WTP with approximately 835 tons of Carbon Dioxide during the fiscal year.

Requester: David Fisher, Superintendent **Date:** 6/27/2016

Phone #: 321-635-7773

Department Request for Bid Form

Bid No: B | | **Liquid Ferric Sulfate**

Legal Advertisement Date(s):

Bid Opening: **Mail Date:**

Pre-Bid Date: NA **Location:** CITY HALL

All dates and bid numbers above are assigned by the Purchasing Division.

Is this Federally Funded Money?	☐ YES	☑ NO
Is this Grant Money?	☐ YES	☑ NO
If Grant Money list CFDA Number:		
Project Coordinator's Name:		
Project Coordinator's Title:		
Legal Ad Account Number:	421.4020.536.4900	
Package Cost Required (optional):	☐ YES	☑ NO
How much for Package (?):		
Estimated Value of Sealed Bid:		
Amount Budgeted:	$307,000.00	
Fiscal Year Budgeted:		
Budgeted into Account Number:	421.4020.536.4602	
Liquidated Damages (Optional):	☐ YES	☑ NO
Amount of Liquidated Damages ($):		
Pre-Bid Meeting Required:	☐ YES	☑ NO
If YES, Select one of these options:	☐ MANDATORY	☐ NON MANDATORY
5% Bid Bond Required:	☐ YES	☑ NO
Specifications Fowarded to Purchasing:	☑ YES	☐ NO
Blue Prints, Charts, or Drawings Included:	☐ YES	☑ NO

Commencement/Completion Dates, If Required

1. **Commence work within** 14 **calendar days after Notice to Proceed.**
2. **Substantially complete work within** _____ **calendar days after Notice to Proceed.**
3. **Totally complete work within** _____ **calendar days after Notice to Proceed.**

GENERAL SCOPE OF SERVICES:

To supply the Dyal WTP with approximately 176 tons of Ferric Sulfate during the fiscal year.

Requester: David Fisher, Superintendent **Date:** 6/27/2016

Phone #: 321-635-7773

Department Request for Bid Form

Bid No: B | | **Hydrofluorosilicic acid**

Legal Advertisement Date(s):

Bid Opening: **Mail Date:**

Pre-Bid Date: NA **Location:** CITY HALL

All dates and bid numbers above are assigned by the Purchasing Division.

Is this Federally Funded Money?	☐ YES	☑ NO
Is this Grant Money?	☐ YES	☑ NO
If Grant Money list CFDA Number:		
Project Coordinator's Name:		
Project Coordinator's Title:		
Legal Ad Account Number:	421.4020.536.4900	
Package Cost Required (optional):	☐ YES	☑ NO
How much for Package (?):		
Estimated Value of Sealed Bid:		
Amount Budgeted:	$70,000.00	
Fiscal Year Budgeted:		
Budgeted into Account Number:	421.4020.536.4602	
Liquidated Damages (Optional):	☐ YES	☑ NO
Amount of Liquidated Damages ($):		
Pre-Bid Meeting Required:	☐ YES	☑ NO
If YES, Select one of these options:	☐ MANDATORY	☐ NON MANDATORY
5% Bid Bond Required:	☐ YES	☑ NO
Specifications Fowarded to Purchasing:	☑ YES	☐ NO
Blue Prints, Charts, or Drawings Included:	☐ YES	☑ NO

Commencement/Completion Dates, If Required

1. **Commence work within** 14 **calendar days after Notice to Proceed.**
2. **Substantially complete work within** _____ **calendar days after Notice to Proceed.**
3. **Totally complete work within** _____ **calendar days after Notice to Proceed.**

GENERAL SCOPE OF SERVICES:

To supply the Dyal WTP with approximately 140 tons of Hydrofluorosilicic acid during the fiscal year.

Requester: David Fisher, Superintendent **Date:** 6/27/2016

Phone #: 321-635-7773

Department Request for Bid Form

Bid No: B | | **Quick Lime**

Legal Advertisement Date(s):

Bid Opening: **Mail Date:**

Pre-Bid Date: NA **Location:** CITY HALL

All dates and bid numbers above are assigned by the Purchasing Division.

Is this Federally Funded Money?	☐ YES	☑ NO
Is this Grant Money?	☐ YES	☑ NO
If Grant Money list CFDA Number:		
Project Coordinator's Name:		
Project Coordinator's Title:		
Legal Ad Account Number:	421.4020.536.4900	
Package Cost Required (optional):	☐ YES	☑ NO
How much for Package (?):		
Estimated Value of Sealed Bid:		
Amount Budgeted:	$950,000.00	
Fiscal Year Budgeted:	2017	
Budgeted into Account Number:	421.4020.536.4602	
Liquidated Damages (Optional):	☐ YES	☑ NO
Amount of Liquidated Damages ($):		
Pre-Bid Meeting Required:	☐ YES	☑ NO
If YES, Select one of these options:	☐ MANDATORY	☐ NON MANDATORY
5% Bid Bond Required:	☐ YES	☑ NO
Specifications Fowarded to Purchasing:	☑ YES	☐ NO
Blue Prints, Charts, or Drawings Included:	☐ YES	☑ NO

Commencement/Completion Dates, If Required

1. **Commence work within** 14 **calendar days after Notice to Proceed.**
2. **Substantially complete work within** _____ **calendar days after Notice to Proceed.**
3. **Totally complete work within** _____ **calendar days after Notice to Proceed.**

GENERAL SCOPE OF SERVICES:

To supply the Dyal WTP with approximately 5500 tons of quick lime during the fiscal year.

Requester: David Fisher, Superintendent **Date:** 6/27/2016

Phone #: 321-635-7773

Department Request for Bid Form

Bid No: B | | **Sodium Hypochlorite**

Legal Advertisement Date(s):

Bid Opening: **Mail Date:**

Pre-Bid Date: NA **Location:** CITY HALL

All dates and bid numbers above are assigned by the Purchasing Division.

Is this Federally Funded Money?	☐ YES	☑ NO
Is this Grant Money?	☐ YES	☑ NO
If Grant Money list CFDA Number:		
Project Coordinator's Name:		
Project Coordinator's Title:		
Legal Ad Account Number:	421.4020.536.4900	
Package Cost Required (optional):	☐ YES	☑ NO
How much for Package (?):		
Estimated Value of Sealed Bid:		
Amount Budgeted:	$209,900.00	
Fiscal Year Budgeted:	2017	
Budgeted into Account Number:	421.4020.536.4602	
Liquidated Damages (Optional):	☐ YES	☑ NO
Amount of Liquidated Damages ($):		
Pre-Bid Meeting Required:	☐ YES	☑ NO
If YES, Select one of these options:	☐ MANDATORY	☐ NON MANDATORY
5% Bid Bond Required:	☐ YES	☑ NO
Specifications Fowarded to Purchasing:	☑ YES	☐ NO
Blue Prints, Charts, or Drawings Included:	☐ YES	☑ NO

Commencement/Completion Dates, If Required

1. **Commence work within** 14 **calendar days after Notice to Proceed.**
2. **Substantially complete work within** _____ **calendar days after Notice to Proceed.**
3. **Totally complete work within** _____ **calendar days after Notice to Proceed.**

GENERAL SCOPE OF SERVICES:

To supply the Dyal WTP and Jerry Sellers Water Reclamation Facility with approximately 400,000 lbs. of available chlorine during the fiscal year.

Requester: David Fisher, Superintendent **Date:** 6/27/2016

Phone #: 321-635-7773

Sonja D. Hamilton-Suarez

From: Tiffany Thaxton <TThaxton@odysseymanufacturing.com>
Sent: Tuesday, September 27, 2016 4:33 PM
To: Sonja D. Hamilton-Suarez
Subject: RE: Notice of Public Meeting

Received. Thank you.

Tiffany T.
Admin. Assistant
Odyssey Mfg. Co.
1484 Massaro Blvd.
Tampa, Fl 33619
p 813-635-0339
f 813-630-2589

From: Sonja D. Hamilton-Suarez [mailto:ssuarez@cocoafl.org]
Sent: Tuesday, September 27, 2016 4:11 PM
To: 'Pat Allman'; Tiffany Thaxton
Subject: RE: Notice of Public Meeting

Pat and Tiffany,

When you have a moment, would you please acknowledge you received the notice? Thank you.

--Sonja

Sonja Hamilton-Suarez
Purchasing Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I ssuarez@cocoafl.org
Fax: (321) 433-8860

From: Sonja D. Hamilton-Suarez
Sent: Tuesday, September 27, 2016 2:58 PM
To: 'Pat Allman'; 'Tiffany Thaxton'
Cc: 'Gregg Johnson'
Subject: Notice of Public Meeting

Pat and Tiffany,

Please find the notice for the Public Meeting attached.

Respectfully,

Sonja

Sonja Hamilton-Suarez
Purchasing & Contracts Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I ssuarez@cocoafl.org
Fax: (321) 433-8860

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Sonja D. Hamilton-Suarez

From: Cristhianne Mungia <cristhiannem@allieduniversal.com>
Sent: Tuesday, September 27, 2016 3:42 PM
To: Sonja D. Hamilton-Suarez
Cc: Gregg Johnson
Subject: Re: Notice of Public Meeting

Thank you so much for the notice.

Cristhianne Munguia
Raw Materials Buyer / Bid Coordinator
Allied Universal Corporation
3901 NW 115 Ave, Miami, FL 33178
Ph: (305) 888-2623 ext: 0125 **Fax:** (786) 522-0215
E-mail: CristhianneM@Allieduniversal.com

On Tue, Sep 27, 2016 at 3:00 PM, Sonja D. Hamilton-Suarez <ssuarez@cocoafl.org> wrote:

Cristhianne,

Please find the notice for the Public Meeting attached.

Respectfully,

Sonja

Sonja Hamilton-Suarez

Purchasing & Contracts Manager

65 Stone St., Cocoa, FL 32922

(321) 433-8833 I ssuarez@cocoafl.org

Fax: (321) 433-8860

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CITY OF COCOA, FLORIDA
NOTICE OF PUBLIC MEETING

October 3, 2016
3:00 pm

NOTICE is hereby given that there will be a meeting of the Protest Decision Committee for ITB B-16-17-COC, Water and Wastewater Treatment Chemicals project (Sodium Hypochlorite), on Monday, October 3, 2016 at 3:00 pm, in the 3rd Floor CM Conference Room, in City Hall.

Please note that one or more members of Council may be in attendance.

If you have any questions, or require additional information, please contact the Office of the City Clerk by phone at 321-433-8484 or through email at cshealy@cocoafl.org.

Dated this the 27th day
of September, 2016.

Carie Shealy, CMC, City Clerk

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

City of Cocoa/ Purchasing Dept
Date: 9/20/16 Time: 1004 hrs
Initials: gsa

ODYSSEY
MANUFACTURING CO.

September 19, 2016

Ms. Sonja D. Hamilton-Suarez
Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: **BID #B-16-19-COC – Water & Wastewater Treatment Chemicals**
FORMAL PROTEST LETTER

Encl: (1) Allied Universal Bid Form for Subject Bid
(2) BID #B-16-19-COC Addendum No. 2
(3) BID #B-16-19-COC Sodium Hypochlorite Specification
(4) Allied Universal Sample Results dated 6/29/16

Dear Ms. Hamilton-Suarez,

As a follow-up to our Notice of Intent to Protest ("Protest Notice") letter dated September 15, 2016, the purpose of this letter is to file a formal post-award protest for the City of Cocoa Bid B-16-19-C (Water and Wastewater Treatment Chemicals). The protest is for the supply of sodium hypochlorite (a.k.a. "bleach") only and does not impact the other chemicals that were bid and is being filed within the ten (10) days of our Protest Notice based on the City Council decision to award this bid to Allied Universal Corporation ("Allied") in lieu of Odyssey Manufacturing Co. ("Odyssey") on September 13, 2015.

Allied bid contains three significant omissions/non-compliance issues any of which should have resulted in their bid being disqualified or rejected as these were not "minor irregularities". Enclosure (1) shows that Allied failed to disclose the "% Available Chlorine" or strength of the solution they were providing and left this information off of the bid. Also on Enclosure (1), Allied failed to acknowledge Addendum No. 2 dated August 5, 2016. Addendum No. 2 specifically addressed the sodium hypochlorite strength issue and stated in response to a question that the sodium hypochlorite strength must be between "120 – 125 grams per liter" which is equivalent to 12.0% - 12.5% (see Enclosure (2)). The Specification had originally specified a range of 10.0% - 12.5% (see Enclosure (3)). After Addendum No. 2 was issued, Odyssey raised the price it was intending on bidding since it had to supply 20% more active ingredient in its proposed sodium hypochlorite supply. Allied further submitted third party sample results for their product showing their strength was 128 grams per liter or 12.8% (see Enclosure (4)). Addendum No. 2 stated specifically stated that Cocoa did not want bleach greater than 12.5%: "When the bleach is greater than 125 grams per liter

chlorate forms much quicker and we don't want chlorate in our drinking water." Chlorate is a recognized carcinogen by the EPA. Enclosure (3) specifically stated that the purpose of this third party sample was to ". . . verify that the sodium hypochlorite solution meets the specified physical requirements." What is the purpose of submitting the third party sample if it will not be used in the manner stated?

Addendum No. 2 not only had a major impact on the bid price of sodium hypochlorite but specifically addressed and changed the strength requirements of the sodium hypochlorite. Allied's omissions relative to acknowledging this Addendum and disclosing their strength and the submission of sample results showing non-compliance of the strength are thus very significant and not "minor irregularities".

The difference in the bid price between Odyssey @$.464 per gallon and Allied @.459 per gallon was insignificant although we would argue this is immaterial to the issues we have presented here. Instead, Allied's omissions and apparent failure to meet the Specification all revolving around a single major issue should result in their bid being disqualified. Public Purchasing demands integrity and it is a slippery slope where one draws the line as to what omissions are acceptable and which ones are not. What if a Bidder fails to sign the bid form but signed all of the other forms? What if a Bidder fails to provide a non-collusion affidavit form with their bid? What if they provide it but fail to get it notarized? What if a Bidder fails to provide the Drug-Free Workplace Form with their bid? At what point to you draw the line? Unfortunately, Public Purchasing has no room for discretion if one wants to maintain an appearance of absolute integrity and full disclosure. You either properly filled out the bid forms or you didn't. You either meet the specification or you don't. You either turned in the bid in on time or you didn't. We request that our protest be upheld and the sodium hypochlorite bid be awarded to Odyssey Manufacturing Co.

Thanks for your consideration. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 if we can provide further assistance. We appreciate the opportunity to continue to serve the sodium hypochlorite needs of the City of Cocoa along with the other Brevard County Purchasing Cooperative members. Additionally, we agree to extend our current sodium hypochlorite supply agreement that expires on September 30, 2016 by up to sixty (60) days to allow the City of Cocoa enough time to properly go through its protest procedures.

Sincerely,

Patrick H. Allman
General Manager

SECTION 00300
BID FORM
Water & Wastewater Treatment Chemicals
BID NO. B-16-19-COC

Proposal of **Allied Universal Corporaiton**
(Name)
3901 NW 115 Avenue., Miami, FL 33178
(Address)

to furnish all materials, service, equipment, and labor required, for the **Water & Wastewater Treatment Chemicals** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Section	Description	Unit	Qty	Unit Cost	Extension
00310-A	**Liquid Chlorine**	**TON**	**400**	$ **Removed per Addendum #1, 7/12/16**	$
00310-B	**Quick Lime 3/8" Pebble**	**TON**	**7,755**	$ **NO BID**	$
	Quick Lime 3/4" Pebble	**TON**	**6,500**	$ **NO BID**	$
00310-C	**Soda Ash**	**TON**	**2,000**	$ **NO BID**	$
00310-D	**Anhydrous Ammonia**	**TON**	**80**	$ **NO BID**	$
00310-E	**Hydrofluosilicic Acid**	**TON**	**140**	$ **NO BID**	$
00310-F	**Carbon dioxide**	**TON**	**1120**	$ **NO BID**	$
00310-G	**Sodium Hypochlorite**	**GAL**	**1,708,625**	**$.459/gallon**	**$784,258.88**
	Sodium Hypochlorite (% Available Chlorine/LB.)				**%**
00310-H	**Ferric Sulfate**	**TON**	**1760**	$ **NO BID**	$

IF YOU ARE NOT BIDDING ON A SECTION ABOVE PLEASE NOTE: N/B = NO BID.
FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within one (1) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in one hundred thirty-six (136) days with completion in one hundred fifty (150) days from notice to proceed.

2) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

3) **FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY**
All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative participants FOB points and participating quantities are shown in the following chart (see Table "A" below).

TABLE A
BCPEPC WATER & WASTE WATER TREATMENT CHEMICALS
ANNUAL QUANTITIES BY AGENCY

Section #	Description	Unit	COCOA	BREVARD COUNTY	CAPE CANAVERAL	COCOA BEACH	PALM BAY	TITUSVILLE
00310-A	**Liquid Chlorine**	**TON**	**400**					
00310-B	**Quick Lime 3/8" Pebble**	**TON**	**6,500**	**155**				**1,100**
	Quick Lime 3/4" Pebble	**TON**	**6,500**					
00310-C	**Soda Ash**	**TON**	**2,000**					
00310-D	**Anhydrous Ammonia**	**TON**	**70**					
00310-E	**Hydrofluosilicic Acid**	**TON**	**175**	**.5**			**27.5**	**11.5**
00310-F	**Carbon dioxide**	**TON**	**1,000**	**48**				**72**
00310-G	**Sodium Hypochlorite**	**GAL**	**480,000**	**600,000**	**45,625**	**160,000**	**200,000**	**223,000**
00310-H	**Ferric Sulfate**	**TON**	**1,100**	**70**				

DESTINATION OF PARTICIPATING BCPEPC MEMBERS.

AGENCY NAME	DELIVERY ADDRESS
CITY OF COCOA	28400 S.R. 520, Christmas, FL 32709 375 N. Cocoa Blvd, Cocoa, FL 32922 *
BREVARD COUNTY	2262 High Drive, Mims, FL 32754 334 Egret Circle, Barefoot Bay, FL 32976 3205 Australian Way, Mims, FL32754 * 3710 Juanita Street, Cocoa, FL 32927 * 3630 N. Courtenay Pkwy, Merritt Island, FL 32953 * 10001 N. Wickham Road, Melbourne, FL 32940 * 2800 S. A1A Highway, Melbourne Beach, FL 32951 * 7773 Dottie Drive, Barefoot Bay, FL 32976 *
CITY OF CAPE CANAVERAL	601 Thurm Blvd, Cape Canaveral, FL 32920 *
CITY OF COCOA BEACH	1600 Minutemen Cswy, Cocoa Beach, FL 32931*
CITY OF PALM BAY	1105 Clearmont Street NE, Palm Bay, FL 32905 Bldgs. F,H and I 1080 Clearmont Street NE, Palm Bay, FL 32905 645 Nash Street, Palm Bay, FL 32907 2200 Sandy Pines, Palm Bay, FL 32907 250 Osmosis Drive, Palm Bay, FL 32907
CITY OF TITUSVILLE	2836 Garden Street, Titusville, FL 32796 1105 buffalo road, Titusville, FL 32796 * 4800 Deep Marsh Road, Titusville, FL 32870 *
* Sodium Hypochlorite only	

4) The City reserves the right to increase or decrease these estimated quantities as needed.

5) Contract is for period from October 1, 2016 through September 30, 2017. Contract is renewable for two (2) consecutive twelve (12) month periods, at the same rates, not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6) The City shall receive shipments as required on an as needed basis throughout the year.

7) POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN SECTION 00300 BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR "NO BID".

Receipt of Addenda Number(s) 1 is acknowledged.

Dated this 4 day of August, 2016.

Allied Universal Corporation
(Company or Corporation Name)

3901 NW 115 Avenue
(Street or P.O. Box)

Miami, FL 33178
(City, State and Zip Code)

305-888-2623
(Area Code and Phone Number)

786-522-0215
(Area Code and Fax Number)

CristyM@Allieduniversal.com
Bids@Allieduniversal.com
(Email Address)

By **Cristhianne Munguia, Bid Coordinator**
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Cristhianne Munguia who, after first being sworn by me,

affixed his/her signature in the space provided above on this **4th** day of **August**, 2016.

(Notary Public)

My commission Expires:

ANDREA L SMITH
MY COMMISSION # FF 203413
EXPIRES: April 28, 2019
Bonded Thru Notary Public Underwriters

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

August 5, 2016

ADDENDUM #2

To the Bidding/Contract Documents and Specifications:

BID # B-16-19-COC

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the Water & Wastewater Treatment Chemicals project, as fully and completely as if the same were fully set forth therein.

1. Within this addendum are questions and answers submitted between 7/11/16 and 8/4/16

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or ssuarez@cocoafl.org.

Sonja Hamilton-Suarez
Purchasing & Contracts Manager

Q&A:

1. Our current insurance policy is a "fronted" policy with a "named peril time element" built into the GL. Will that satisfy the City's environmental insurance requirement?

A. The City Attorney and Finance Director find the City's policy for Environmental Insurance shall be complied with, word for word, when a notice to proceed/PO is issued.

2. Would a $1,000 deductible for our GL policy be ok, since our company will be assuming the risk and not the City?

A. The City Attorney decided against allowing for an exception to the City's policy.

Note Please see pages 55-57 of the invitation to bid documents for insurance requirements.

---

1. Does the City in fact want the bleach [sodium hypochlorite] strength not less than 120 grams but not to exceed 125 grams per liter as it shows on page 40 of 75 section 5.0

Usually bids set minimums but not maximums, since if the supplier provides a stronger product it would save money to the purchaser.

A. That is correct. The spec is written for several reasons:

1. The 120 grams of available chlorine equates to 1 pound/gallon available chlorine. This is important for dosing since we set up our feed equipment to feed in lbs. per day. This allows us to use gallons/ lbs.

2. We need the same oxidizing power.

3. Regulations for maximum contaminant levels or MCLs per the FDEP.

4. And finally when the ratios of constituents changes in the sodium hypochlorite, more chlorate is formed during decomposition. When the bleach is greater than the 125 g, chlorate forms much quicker and we don't want chlorate in our drinking water.

END

Section 00310-G

Specification
Sodium Hypochlorite

1.0 Scope of Work

The Supplier shall provide and deliver sodium hypochlorite solution to the Jerry Sellers Water Reclamation Facility 375 N. Cocoa Blvd. in the City of Cocoa, Florida as well as the Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida. The estimated annual quantity is the volume in gallons of sodium hypochlorite solution required to provide 100,000 pounds of available chlorine to the Jerry Sellers Water Reclamation Facility and approximately 400,000 pounds/gallons to the Claude H. Dyal Water Treatment Plant. The pounds of available chlorine in the supplied solution will be determined from the chemical analysis provided by the Supplier.

2.0 Bidder Qualification

Each Bidder shall submit a chemical analysis of their product with their bid. The analysis shall be performed by an independent and qualified laboratory to verify that the sodium hypochlorite solution meets the specified physical requirements.

3.0 Physical Requirements

The Supplier shall furnish liquid sodium hypochlorite in accordance with the American Water Works Association (AWWA) Standard B-300-99 or latest revision, except as modified herein.

Sodium hypochlorite solution shall contain not less than 100 grams per liter available chlorine (designated as 10 trade percent) and not more than 125 grams per liter available chlorine (designated as 12.5 trade percent)

Copper content of the sodium hypochlorite shall be limited to a maximum of 0.03 mg/L.

Iron content of the sodium hypochlorite shall be limited to a maximum of 0.3 mg/L.

Bromate content of the sodium hypochlorite shall be limited to a maximum of 20.0 mg/L.

pH of the sodium hypochlorite solution shall not exceed 12.7 units.

The suspended solids in the sodium hypochlorite delivered under this purchase order shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.

4.0 Delivery Requirements

The Supplier will make bulk deliveries of approximately 4500 gallons within five (5) working days after receipt of order. Bulk delivery tankers shall be clean and free of any

residue that may contaminate the product or result in the failure of the City's chemical feed equipment.

The Supplier shall be responsible for any spills resulting from the failure of the Supplier's delivery equipment. The Supplier's personnel shall continually observe the unloading operation and immediately respond to problems or emergencies. Unloading will cease at a level dictated by the City's representative and in no case exceed the over flow level of the chemical storage tanks. All hoses, valves, connections etc. will be maintained in such a manner as to prevent leaks during the unloading operation.

The Supplier will take immediate and appropriate action to clean up any spills in accordance with all State and Federal requirements. If the Supplier fails to take the appropriate actions to clean up any spilled liquid, the purchaser will hire a certified hazardous material handling company to clean the spill, the cost of such service will be charged to the Supplier.

Delivery shall be made to the Jerry Sellers Water Reclamation Facility, 375 North Cocoa Blvd., Cocoa, Florida
as well as the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

Deliveries will be made between the hours of 7:00 A.M. and 4:00 P.M., Monday through Friday. Deliveries at other times, or during the weekend, will require prior approval of the facility superintendent.

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City. The report shall contain the date and time of manufacture, percent by weight of sodium hypochlorite, percent by weight of excess sodium hydroxide, and specific gravity (referenced to temperature). Deliveries will not be accepted unless accompanied by the certified laboratory report for the specific batch of sodium hypochlorite delivered.

The City of Cocoa reserves the right to reject, at the Suppliers expense, any shipments that fail to meet the Bid Specifications.

5. 0 Basis of Award

Bidders shall submit a price for the cost per gallon of sodium hypochlorite solution. Cost per gallon will be used as the basis of record keeping and payments throughout the duration of the contract.
However, award of contract will be based upon the lowest cost per pound of chlorine available in the Bidders sodium hypochlorite solution.

Sonja D. Hamilton-Suarez

From: Cristhianne Mungia <cristhiannem@allieduniversal.com>
Sent: Friday, July 29, 2016 4:24 PM
To: Sonja D. Hamilton-Suarez
Cc: Cristhianne Mungia
Subject: Re: FW: City of Cocoa - Bid B-16-19-COC

Thank you so much.

Have a good weekend!

Cristhianne Munguia
Raw Materials Buyer / Bid Coordinator
Allied Universal Corporation
3901 NW 115 Ave, Miami, FL 33178
Ph: (305) 888-2623 ext: 0125 **Fax:** (786) 522-0215
E-mail: CristhianneM@Allieduniversal.com

On Fri, Jul 29, 2016 at 4:21 PM, Sonja D. Hamilton-Suarez <ssuarez@cocoafl.org> wrote:

Cristhianne,

Please see the answer to your question below. Let me know if you have questions or require further clarification.

Enjoy your weekend!

--Sonja

Sonja Hamilton-Suarez

Purchasing Manager

65 Stone St., Cocoa, FL 32922

(321) 433-8833 I ssuarez@cocoafl.org

Fax: (321) 433-8860

From: David Fisher
Sent: Friday, July 29, 2016 4:08 PM
To: Sonja D. Hamilton-Suarez
Subject: RE: City of Cocoa - Bid B-16-19-COC

Sonja,

That is correct.

The spec is written for several reasons.

The 120 grams of available chlorine equates to 1 pound/gallon available chlorine. This is important for dosing since we set up our feed equipment to feed in lbs. per day. This allows us to use gallons/ lbs.

We need the same oxidizing power.

Regulations for maximum contaminant levels or MCLs per the FDEP.

And finally when the ratios of constituents changes in the sodium hypochlorite, more chlorate is formed during decomposition. When the bleach is greater than the 125 g, chlorate forms much quicker and we don't want chlorate in our drinking water.

Thank you,

David Fisher

Superintendent

Dyal Water Treatment Plant

351 Shearer Blvd., Cocoa FL 32922

Ph: (321) 635-7773

Fax: (321) 635-7792

dfisher@cocoafl.org

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From: Sonja D. Hamilton-Suarez
Sent: Thursday, July 28, 2016 1:21 PM
To: David Fisher <dfisher@cocoafl.org>
Subject: FW: City of Cocoa - Bid B-16-19-COC

David,

Please see the question below.

Sonja Hamilton-Suarez

Purchasing Manager

65 Stone St., Cocoa, FL 32922

(321) 433-8833 I ssuarez@cocoafl.org

Fax: (321) 433-8860

From: Cristhianne Mungia [mailto:cristhiannem@allieduniversal.com]
Sent: Thursday, July 28, 2016 1:18 PM
To: Sonja D. Hamilton-Suarez
Cc: Cristhianne Mungia
Subject: City of Cocoa - Bid B-16-19-COC

Good afternoon Ms. Suarez,

Regarding the above mentioned Bid. Please review below and advise.

Does the City in fact want the bleach strength not less than 120 grams but not to exceed 125 grams per liter as it shows on page 40 of 75 section 5.0

Usually bids set minimums but not maximums, since if the supplier provides an stronger product it would save money to the purchaser.

Thank you,

Cristhianne Munguia
Raw Materials Buyer / Bid Coordinator
Allied Universal Corporation
3901 NW 115 Ave, Miami, FL 33178
Ph: (305) 888-2623 ext: 0125 **Fax:** (786) 522-0215
E-mail: CristhianneM@Allieduniversal.com

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==========

Sonja D. Hamilton-Suarez

From: Sonja D. Hamilton-Suarez
Sent: Monday, August 08, 2016 9:36 AM
To: Troy Howell
Subject: B-16-19-COC Water & Wastewater Treatment Chemicals-- Addendum #2
Attachments: ADDENDUM #2 .docx

Troy,

I posted this to DemandStar today. I've attached a copy for your records.

--Sonja

Sonja Hamilton-Suarez
Purchasing & Contracts Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I ssuarez@cocoafl.org
Fax: (321) 433-8860

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

August 5, 2016

ADDENDUM #2

To the Bidding/Contract Documents and Specifications:

BID # B-16-19-COC

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the Water & Wastewater Treatment Chemicals project, as fully and completely as if the same were fully set forth therein.

1. Within this addendum are questions and answers submitted between 7/11/16 and 8/4/16

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or ssuarez@cocoafl.org.

Sonja Hamilton-Suarez
Purchasing & Contracts Manager

Q&A:

1. Our current insurance policy is a "fronted" policy with a "named peril time element" built into the GL. Will that satisfy the City's environmental insurance requirement?

A. The City Attorney and Finance Director find the City's policy for Environmental Insurance shall be complied with, word for word, when a notice to proceed/PO is issued.

2. Would a $1,000 deductible for our GL policy be ok, since our company will be assuming the risk and not the City?

A. The City Attorney decided against allowing for an exception to the City's policy.

Note Please see pages 55-57 of the invitation to bid documents for insurance requirements.

---

1. Does the City in fact want the bleach [sodium hypochlorite] strength not less than 120 grams but not to exceed 125 grams per liter as it shows on page 40 of 75 section 5.0

Usually bids set minimums but not maximums, since if the supplier provides a stronger product it would save money to the purchaser.

A. That is correct. The spec is written for several reasons:

1. The 120 grams of available chlorine equates to 1 pound/gallon available chlorine. This is important for dosing since we set up our feed equipment to feed in lbs. per day. This allows us to use gallons/ lbs.

2. We need the same oxidizing power.

3. Regulations for maximum contaminant levels or MCLs per the FDEP.

4. And finally when the ratios of constituents changes in the sodium hypochlorite, more chlorate is formed during decomposition. When the bleach is greater than the 125 g, chlorate forms much quicker and we don't want chlorate in our drinking water.

END

Sonja D. Hamilton-Suarez

From: Cristhianne Mungia <cristhiannem@allieduniversal.com>
Sent: Friday, July 29, 2016 4:24 PM
To: Sonja D. Hamilton-Suarez
Cc: Cristhianne Mungia
Subject: Re: FW: City of Cocoa - Bid B-16-19-COC

Thank you so much.

Have a good weekend!

Cristhianne Munguia
Raw Materials Buyer / Bid Coordinator
Allied Universal Corporation
3901 NW 115 Ave, Miami, FL 33178
Ph: (305) 888-2623 ext: 0125 **Fax**: (786) 522-0215
E-mail: CristhianneM@Allieduniversal.com

On Fri, Jul 29, 2016 at 4:21 PM, Sonja D. Hamilton-Suarez <ssuarez@cocoafl.org> wrote:

Cristhianne,

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Enjoy your weekend!

--Sonja

Sonja Hamilton-Suarez

Purchasing Manager

65 Stone St., Cocoa, FL 32922

(321) 433-8833 I ssuarez@cocoafl.org

Fax: (321) 433-8860

From: David Fisher
Sent: Friday, July 29, 2016 4:08 PM
To: Sonja D. Hamilton-Suarez
Subject: RE: City of Cocoa - Bid B-16-19-COC

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Thank you,

COCOA FLORIDA

David Fisher

Superintendent

Dyal Water Treatment Plant

351 Shearer Blvd., Cocoa FL 32922

Ph: (321) 635-7773

Fax: (321) 635-7792

dfisher@cocoafl.org

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From: Sonja D. Hamilton-Suarez
Sent: Thursday, July 28, 2016 1:21 PM
To: David Fisher <dfisher@cocoafl.org>
Subject: FW: City of Cocoa - Bid B-16-19-COC

David,

Please see the question below.

Sonja Hamilton-Suarez

Purchasing Manager

65 Stone St., Cocoa, FL 32922

(321) 433-8833 I ssuarez@cocoafl.org

Fax: (321) 433-8860

From: Cristhianne Mungia [mailto:cristhiannem@allieduniversal.com]
Sent: Thursday, July 28, 2016 1:18 PM
To: Sonja D. Hamilton-Suarez
Cc: Cristhianne Mungia
Subject: City of Cocoa - Bid B-16-19-COC

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Cristhianne Munguia
Raw Materials Buyer / Bid Coordinator
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3901 NW 115 Ave, Miami, FL 33178
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E-mail: CristhianneM@Allieduniversal.com

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Sonja D. Hamilton-Suarez

From: Sonja D. Hamilton-Suarez
Sent: Friday, August 12, 2016 5:16 PM
To: 'Pat Allman'; 'Tiffany Thaxton'
Cc: Colleen O'Donnell; Teri Butler; John "Jack" Walsh; Troy Howell
Subject: RE: Bid copy request-Cocoa

Mr. Allman,

I have included in this message, the paragraphs related to filing a protest from our Financial Operations Manual (FOM). The entire FOM can be found by accessing the City's website at http://www.cocoafl.org/Index.aspx?NID=97

Initially Tiffany requested a copy of Allied's entire Bid. We generally don't release the bids until after award. However, I will speak with the Finance Director and the City Manager about granting your request and I will ensure you receive the information you've requested at the earliest.

Please follow 15.2, A, 13 below for the pre-award protest. The Notice of Intent to Protest must be received within 72 hours and must be accompanied by a 1% bond. Both the notice and your "Formal Written Protest" must be written on your company letterhead and addressed to me. The formal written protest must be received within ten days of the receipt of the Notice. Please note that the time period excludes holidays and weekends.

C. Bid Protests

Bid protest shall be governed by Section 15.2(A) 13 to the extent applicable.

15.2 Large Purchases
A. Policy

13. Formal Protest Procedures. Any Respondent to a sealed bid, RFP, RFQ or other solicitation (hereinafter collectively referred to as "Bid") who believes they have been affected adversely by a decision of the City concerning a Bid, may file a formal protest in accordance with the following procedure.

The City will receive two kinds of protests:

- A Respondent may protest the Bid specifications or criteria, including addenda, or the procedures leading to award of the Bid ("Pre-Award Protest"); or
- A Respondent may protest the determination of the City Council or City Manager regarding final award of the Bid ("Post-Award Protest").

All protests must be initiated by filing a written Notice of Intent to Protest ("Protest Notice") with the office of the Purchasing Manager, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922. Pre-Award Protests must be initiated by filing a Protest Notice within 72 hours after receipt of the Bid or addenda. Post-Award Protests must be initiated by filing a Protest Notice within 72 hours after the decision of the City Council or the City Manager in awarding the Bid. The time periods exclude Saturday, Sunday and legal holidays. The notice shall state the name of the company protesting, a description of the bid and the bid number, the name, title and address of the person submitting the protest notice and a general statement of the nature of the protest.

Within 10 days after filing the Protest Notice, the protestor shall file its formal written protest with the Purchasing Manager. The formal written protest shall provide a detailed statement of the facts upon which the protest is based, the

grounds thereof, and the remedy being sought should the City uphold the protest. This 10 day period shall begin on the date of receipt of the Protest Notice by the Purchasing Manager and will exclude Saturday, Sunday and legal holidays.

The Protest Notice shall be accompanied by a bond equaling one percent (1%) of the bid/quote/proposal amount, to a maximum of $5,000 to be used for the payment of administrative expenses associated with the protest in the event the protest is denied. Bids which do not ask for bid/quote/proposal amounts as part of the submittal are exempt from this bonding requirement.

Once the formal written protest is received, it will be reviewed by the Purchasing Manager. The Purchasing Manager will then form a Review Committee consisting of the Purchasing Manager, the Director of the department initiating the bid and the Finance Director or such other persons appointed by the City Manager. This committee will formulate a final administrative response, which will uphold or deny the protest. This response, after being reviewed and approved by the City Manager, will be forwarded to the protestant within 10 days from the receipt of the formal written protest. This 10 day period shall begin on the date of receipt of the formal written protest by the Purchasing Manager and will exclude Saturday, Sunday and legal holidays. The response will represent the final determination of the City's staff concerning the issue. During this period of time, the City will not proceed further with the solicitation or award of the contract at issue until such dispute is resolved, unless it is determined by the City that such a delay would be adverse to the City's interests and the public health, safety or welfare.

Once the protestant has filed the formal written protest, the protestant may request an opportunity to address the Review Committee. At this meeting the Review Committee and the protestant shall review the basis of the protest, evaluate its facts and merits and, if possible, reach a resolution acceptable to both parties or afford the protestant an opportunity to withdraw the protest. If the dispute cannot be resolved by mutual agreement, the Review Committee will forward the protest to the City Council or the City Manager with their recommendation for final resolution. If the City Council or the City Manager upholds the protest, the Bond will be returned to the protestant. If, however, the protest is denied and the City Council or the City Manager further finds the protest lacks merit, the City Council or the City Manager may assess any costs, charges or damages associated with any delay of the award or any cost incurred with regard to the protest, against the Bond. The determination of the City Council or City Manager shall be final as to award of the Contract and all bid protests.

During the Bid protest, the burden shall be on the protestant to demonstrate by clear and convincing evidence that the Bid was procedurally or substantially flawed, arbitrary, fraudulent, unreasonable and capricious, dishonest, corrupt or illegal.

Failure to file a Bid protest within the time periods prescribed herein shall constitute an absolute and complete waiver of a person's right to protest a particular City Bid.

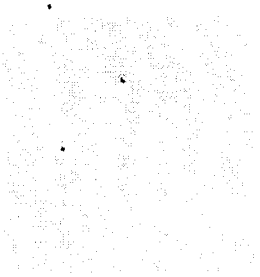
END

Respectfully,
Sonja

Sonja Hamilton-Suarez

Purchasing Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I ssuarez@cocoafl.org
Fax: (321) 433-8860

From: Pat Allman [mailto:pallman@odysseymanufacturing.com]
Sent: Friday, August 12, 2016 2:01 PM
To: Sonja D. Hamilton-Suarez; 'Tiffany Thaxton'
Cc: Colleen O'Donnell
Subject: RE: Bid copy request-Cocoa



Ms. Hamilton-Suarez,

As a follow-up to our phone conversation earlier today, the purpose of this e-mail is to issue a Notice of Intent to Protest with respect to filing a pre-award protest for the City of Cocoa Bid B-16-19-C (Water and Wastewater Treatment Chemicals). Per our discussion, you agreed to provide me the procedures and more detailed information as to how I am to proceed. The protest is for the supply of sodium hypochlorite only and the basis of the protest is that Allied Universal failed to acknowledge Addendum No. 2 as required by your Bid Instructions. Thanks for your consideration. Pat Allman. General Manager. Odyssey Manufacturing Co.

From: Sonja D. Hamilton-Suarez [mailto:ssuarez@cocoafl.org]
Sent: Friday, August 12, 2016 12:14 PM
To: Tiffany Thaxton <TThaxton@odysseymanufacturing.com>
Cc: 'Pat Allman' <pallman@odysseymanufacturing.com>; Colleen O'Donnell <codonnell@cocoafl.org>
Subject: RE: Bid copy request-Cocoa

Tiffany,

I will print out your request and attach it to the master file to remind myself to have the Clerk's office send the requested information after award. The contract documents could have been reviewed at bid opening yesterday, in the presence of the purchasing staff. Until an award is made, the bid documents are not public record. I expect Council to approve the recommendation at the September Council meeting.

Expect us to get back in touch with you after award. Please let me know if you have any questions.

--Sonja

Sonja Hamilton-Suarez

Purchasing Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I ssuarez@cocoafl.org
Fax: (321) 433-8860

From: Sonja D. Hamilton-Suarez
Sent: Friday, August 12, 2016 11:44 AM
To: 'Tiffany Thaxton'
Cc: 'Pat Allman'; Colleen O'Donnell
Subject: RE: Bid copy request-Cocoa

Tiffany,

I have forwarded your request to our City Clerk's Office. Colleen will be in touch to let you know the process for obtaining the copies you've requested. If you have any questions, please let me know.

--Sonja

Sonja Hamilton-Suarez
Purchasing Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I ssuarez@cocoafl.org
Fax: (321) 433-8860

From: Tiffany Thaxton [mailto:TThaxton@odysseymanufacturing.com]
Sent: Friday, August 12, 2016 11:26 AM
To: Sonja D. Hamilton-Suarez
Cc: 'Pat Allman'
Subject: Bid copy request-Cocoa

HI Ms. Suarez,

Per our phone conversation today, our office would like to submit a Florida Sunshine Law request. We would like a full copy of Allied Universal Corp.'s bid submittal for bid# B-16-19-COC Water & Wastewater Treatment Chemicals. Thank you in advance.

Sincerely,

Tiffany T.
Admin. Assistant
Odyssey Mfg. Co.
1484 Massaro Blvd.
Tampa, Fl 33619
p 813-635-0339
f 813-630-2589

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Select Year: 2016 ▼ Go

The 2016 Florida Statutes

Title X — PUBLIC OFFICERS, EMPLOYEES, AND RECORDS
Chapter 119 — PUBLIC RECORDS
View Entire Chapter

119.071 General exemptions from inspection or copying of public records.—

(1) AGENCY ADMINISTRATION.—

(a) Examination questions and answer sheets of examinations administered by a governmental agency for the purpose of licensure, certification, or employment are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. A person who has taken such an examination has the right to review his or her own completed examination.

(b)1. For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

(c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(d)1. A public record that was prepared by an agency attorney (including an attorney employed or retained by the agency or employed or retained by another public officer or agency to protect or represent the interests of the agency having custody of the record) or prepared at the attorney's express direction, that reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the agency, and that was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or that was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until the conclusion of the litigation or adversarial administrative proceedings. For purposes of capital collateral litigation as set forth in s. 27.7001, the Attorney General's office is entitled to claim this exemption for those public records prepared for direct appeal as well as for all capital collateral litigation after direct appeal until execution of sentence or imposition of a life sentence.

2. This exemption is not waived by the release of such public record to another public employee or

NovaChem

Laboratories, Inc

Date: 1 July 2016

Call for results over the phone
513-523-3605

Sample Analysis Results
Bid Sample
Received 29 June 2016

Parameter		
Wt% NaOCl	11.51	
Wt% Available Chlorine	10.97	
GPL Available Chlorine	128	
Trade %	12.8	
Wt% NaOH	0.296	
Calculated pH	12.9	
Wt% Na_2CO_3	0.146	
Specific Gravity, g/mL	1.1641	
Filter Test (1,000 mL)	0 min 47 sec (Millipore 0.8 uM, type AWWP)	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	766	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.15	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L

Signed: B.P. Bubnis B.P. Bubnis Date: 1 July 2016

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056
Tel: 513-523-3605, FAX: 513-523-4025
www.novachemlabs.com
E-Mail: bbubnis@novachemlabs.com

Sonja D. Hamilton-Suarez

From: Tiffany Thaxton <TThaxton@odysseymanufacturing.com>
Sent: Thursday, September 15, 2016 4:14 PM
To: Sonja D. Hamilton-Suarez
Cc: 'Pat Allman'
Subject: Protest Letter
Attachments: Scan_2016_09_15_15_35_50_374.pdf

Sonja,

Please find attached our Protest Notice & Bond. The original will be delivered to your office on Friday 9/16/16. Thank you.

Tiffany T.
Admin. Assistant
Odyssey Mfg. Co.
1484 Massaro Blvd.
Tampa, Fl 33619
p 813-635-0339
f 813-630-2589

Click here to report this email as spam.

ODYSSEY
MANUFACTURING CO.

September 15, 2016

Ms. Sonja D. Hamilton-Suarez
Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: **BID #B-16-19-COC – Water & Wastewater Treatment Chemicals**

Encl: (1) Bid Bond in the Amount of $5,000

Dear Ms. Hamilton-Suarez,

As a follow-up to our previous communications, the purpose of this letter is to issue a Notice of Intent to Protest ("Protest Notice") with respect to Odyssey's intention to file a post-award protest for the City of Cocoa Bid B-16-19-C (Water and Wastewater Treatment Chemicals). The protest is for the supply of sodium hypochlorite only and does not impact the other chemicals that were bid and is being filed within the seventy-two (72) hours of the City Council decision to award this bid to Allied Universal in lieu of Odyssey Manufacturing Co.

Thanks for your consideration. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 or visit our website @www.odysseymanufacturing.com.

Sincerely,

Patrick H. Allman
General Manager

Bond Number: 106589259

Bid Protest Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, Odyssey Manufacturing Co., organized and existing under the laws of the State of DE, and duly authorized to do business in the State of Florida and having its principal place of business at 1484 Massaro Blvd., Tampa, FL 33619, as PRINCIPAL; and Travelers Casualty and Surety Company of America, a surety company organized under the laws of the State of CT, and duly authorized to do business in the State of Florida, whose principal place of business is 1 North Dale Mabry Hwy, Tampa, FL 33609 as SURETY, are held and firmly bound unto the City of Cocoa, Florida as OBLIGEE in the amount of Five Thousand and no/100 Dollars ($5,000.00) for the payment of which sum we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

This Bond is issued under provisions of Sec.287.042(2)(c) Florida Statutes. The above-named principal has initiated an administrative protest regarding the City of Cocoa's bid solicitation, bid rejection or contract award for Water & Wastewater Treatment Chemicals Project; Bid No.: B-16-19-COC, which protest is conditioned upon the posting of a bond. The bond shall be conditioned upon the payment of all costs which may be adjusted against the person filing the protest in the administrative hearing in which the action is brought and any subsequent appellate court proceeding.

Now, therefore, the condition of this Bond is that if the Principal, after conclusion or termination of the administrative hearing process and/or any appellate court proceedings regarding the protest, shall satisfy all costs and charges allowed by final order and or judgement, and interest thereon, in the event the Obligee prevails, then the obligation shall be null and void; otherwise to remain in full force and effect.

The Obligee may bring an action in a proper court on this bond for the amount of such liability, including all costs and attorney's fees.

Signed and Sealed this 15th day of September, 2016.

Odyssey Manufacturing Co.

By:

Name and Title: Patrick Allman, Gen. Mgr.

Travelers Casualty and Surety Company of America

By:

David B. Shick
Attorney-In-Fact and
Florida Resident Agent

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231239

Certificate No. 006944401

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David B. Shick

of the City of Tampa, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of August, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 18th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

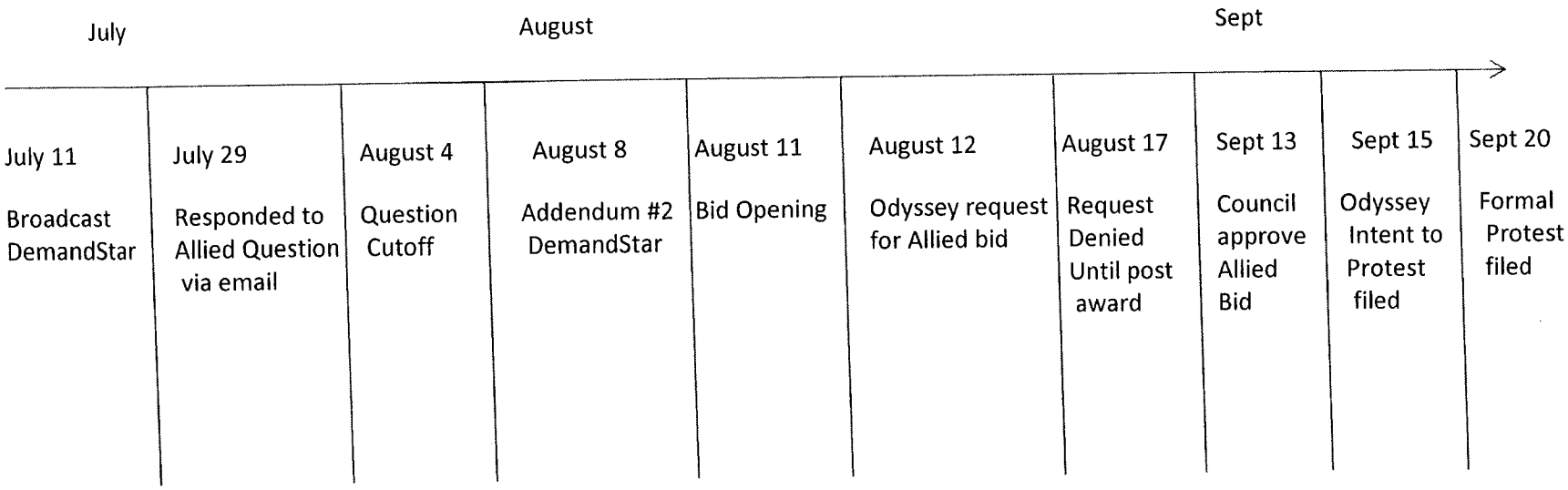
Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Odyssey/Allied Bid Protest

TIMELINE



earthsmart

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FedEx Express

Package US Airbill

FedEx Tracking Number 8104 1234 2013

Form ID No. 021

Express

22998

fedex.com 1.800.GoFedEx 1.800.463.3339

6175046

1 From

Date 8/10/16

Sender's Name [redacted] Phone [redacted]

Company [redacted]

Address [redacted] Dept./Floor/Suite/Room

City [redacted] State [redacted] ZIP [redacted]

2 Your Internal Billing Reference

3 To

Recipient's Name [redacted] Phone [redacted]

Company [redacted]

Address [redacted] Dept./Floor/Suite/Room

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address [redacted]

Use this line for the HOLD location address or for continuation of your shipping address.

City [redacted] State [redacted] ZIP [redacted]

Hold Weekday
FedEx location address REQUIRED. **NOT available for** FedEx First Overnight.

Hold Saturday
FedEx location address REQUIRED. **Available ONLY for** FedEx Priority Overnight and FedEx 2Day to select locations.

4 Express Packa

Next Business D

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6 Special Hand

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NOT available for FedEx

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obtaining a signature for

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X No Yes As per Shippe

Restrictions apply for dangerou

FedEx TRK# 0215 8104

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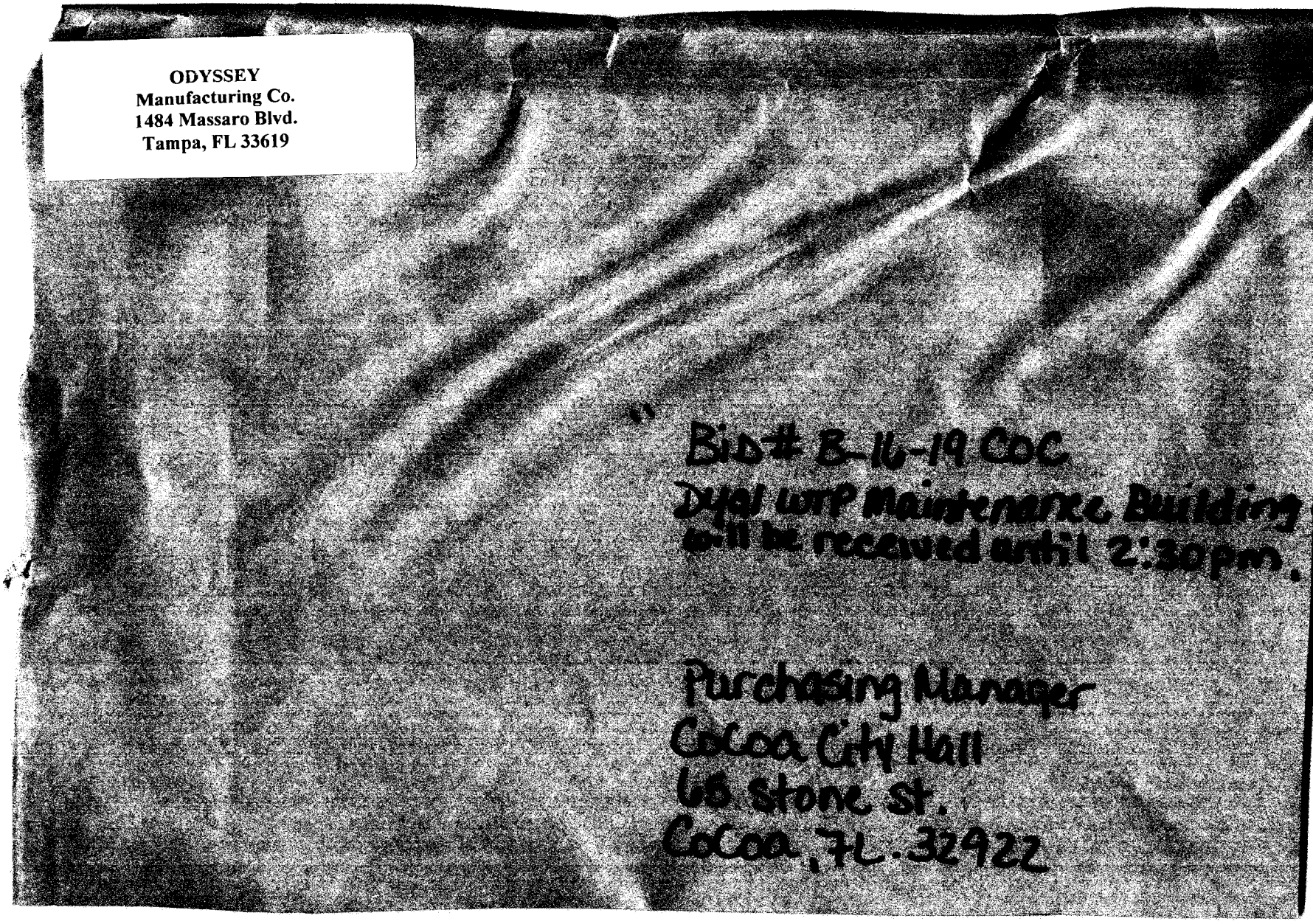
8104 1234 2013

1 10:30 A 2013 08.11

RT 276 FZ

City of Cocoa Purchasing Dept.
Date: 8.11.16 Time: 1015
Initials: [redacted]

FID 51



ODYSSEY
Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

Bid # B-16-19 CDC
Dyer Wtr Maintenance Building
will be received until 2:30 pm.

Purchasing Manager
Cocoa City Hall
65 Stone St.
Cocoa, FL. 32922

ODYSSEY
MANUFACTURING CO.

August 2, 2016

Mr. Sonja Hamilton-Suarez
Purchasing Manager
City of Cocoa
65 Stone Street,
Cocoa, Florida 32922

Re: **CITY OF COCOA BID B-16-19-COC**
WATER AND WASTEWATER TREATMENT PLANT CHEMICALS

Encl: (1) Bid Forms
(2) Authority to Sign Bid Letter
(3) Certificate of Corporation
(4) Affidavit of Compliance
(5) Copy of NSF-60 Certification
(6) Third Party Laboratory Analysis of Sodium Hypochlorite
(7) NSF Results (Last Three Years)
(8) List of References
(9) Sample Insurance Certificate
(10) Copy of OSHA Form 300A/300 Logs
(11) Safety Data Sheet (SDS)
(12) Odyssey Manufacturing Co. Brochure
(13) Odyssey Manufacturing Co. Process Flow Chart

Dear Ms. Hamilton-Suarez,

Odyssey Manufacturing Company is pleased to submit our proposal for the above referenced Invitation to Bid (ITB) for the supply of sodium hypochlorite to the City of Cocoa and the other listed cooperative members. Our proposal is based on delivery to the delivery locations specified in the ITB documents. In accordance with your instructions, we have enclosed one original of the "Proposal" and one copy.

Pricing

Odyssey Manufacturing is pleased to offer the named entities delivered pricing as shown on the attached pricing forms for its Ultrachlor 12.5 Trade Percent sodium hypochlorite (NET 30). This price is fixed and there are no fuel surcharges, delivery fees or any other hidden charges. Odyssey Manufacturing Co. will not use any subcontractors or affiliates in the performance of any work under this proposal. We are the only chemical manufacturer in Florida who always uses company drivers and does not use a subcontractor or separate company to make the deliveries. Enclosures (1) through (13) are provided to assist in the Bid Evaluation.

ITB Checklist Items

Additionally, Odyssey makes the following claims or warrants:

- Enclosures (1) are required submittals as outlined in the solicitation
- Enclosure (2) is the Authority to Sign Letter for Mr. Allman.
- Enclosure (3) is Odyssey's certificate of incorporation.
- Odyssey hereby certifies and warrants its sodium hypochlorite is supplied in accordance with ANSI/NSF Standard 60 and AWWA B300-10 (latest revision available at time of the bid). Enclosure (4) is an Affidavit of Compliance with NSF-60 and AWWA B300-10 for Odyssey Ultrachlor sodium hypochlorite.
- Enclosure (5) is the NSF-60 certification for Odyssey Ultrachlor sodium hypochlorite
- Enclosure (6) is a recent third party laboratory results for Odyssey Ultrachlor sodium hypochlorite taken in the past sixty (60) days from our Tampa facility which will be serving the Utilities soliciting bids here. The analysis was performed by Novachem Laboratories which is located in Oxford, Ohio was used and they are an acceptable laboratory as noted in the various Utility Technical Specifications.
- Enclosure (7) is the NSF results for Odyssey Ultrachlor for the past three years from our Tampa Facility.
- Enclosure (8) is a list of references as required by the Specification to aid in the Proposal Evaluation. Additionally, Odyssey has never had a contract terminated early (e.g., debarred) for safety, quality, or service issues for any product they supplied over the past five years (or during its entire existence for that matter).
- Enclosure (9) is a "sample" Certificate of Insurance.
- Enclosure (10) is a copy of ALL of our OSHA 300/300A Logs for the past three years to more fully demonstrate our low accident rate and commitment to safety. The ITB requires the logs be submitted for the entire company to include all of our facilities, locations, affiliates and subcontractors which we have done. Odyssey will use no subcontractors or affiliates or third party driving companies in the performance of the work under this ITB and thus has submitted no logs for this group. Had we used either affiliates or subcontractors in the performance of this work we would have included their information. We have an agreement with Sentry Industries out of Miami, Florida to supply sodium hypochlorite on an emergency basis as part of our contingency planning but there is no plan or consideration to use them on this contract. We have included this information to demonstrate we have capabilities beyond our two manufacturing facilities.
- Safety is extremely important and should be a major consideration in the Utility's "informed decision process". Odyssey Manufacturing has not had any "Safety Incidents" in the past five years for any chemical that it sells (defined as all chemical accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents"). Additionally, I would direct each of the reviewers to the National Response Center website (www.nrc.uscg.mil/download.html) where one can download all of the safety incidents of the various bidders. You will see that Odyssey does not have any but our competitors have numerous incidents. Additionally, please do a website search and call our reference list to ascertain not only our record but those of other suppliers.
- Odyssey has no regulatory actions which include fines, regulatory actions and consent orders relating to the operation of ALL of its manufacturing and distribution facilities in the past five (5) years. Note that the ITB did not require reporting of any FDOT fines (i.e., overweight tickets) since this has nothing to do with operation of its manufacturing and distribution facilities. This is in sharp contrast to other suppliers who have had significant numbers of fines, regulatory actions and consent orders relating to the operation of all of their facilities caused by actual pollution, chemical releases and spills, serious injuries and other significant safety violations.

- Technical Support and also emergency points of contact would be our Patrick H. Allman, General Manager (cellular 813-335-3444) who has a B.S. in Nuclear Engineering 1983 from the University of Virginia, Marvin Rakes, President (813-340-3675) who has a B.S. in Chemical Engineering 1985 from the University of North Carolina State or the on-duty Plant Supervisor (800-ODYSSEY). Mr. Allman has over twenty five years of industrial plant experience and is an acknowledged expert in chemical systems having designed over 1,000 systems in Florida including assisting with several for the City of Ormond Beach, one for Edgewater and one for Flagler Beach. Mr. Rakes has over twenty five years of experience managing the operational side of chemical distributors and manufacturers including ten years as the Operations Branch Manager of the largest chemical distributor branch on the East Coast. Both principals would be available to provide emergency response and emergency spill response to our customers.
- Enclosure (11) is a Safety Data Sheet (SDS) for our Ultrachlor sodium hypochlorite.
- Company Brochure is Attached (see enclosure (12))
- Company Manufacturing Process Flow Chart is Attached demonstrating the superiority of Odyssey's manufacturing process with regard to quality and reliability (see enclosure (13))
- The City of Flagler Beach uses Odyssey Manufacturing Co. and any of the entities can pull samples at its water treatment plant to ascertain the quality of its sodium hypochlorite.
- Odyssey Manufacturing Co. is a Drug Free Workplace and has an active program in-place to randomly test its employees as documented by the fact our Worker's Compensation carrier provides us a 5% discount for our program on our rates.

Over the past sixteen years, Odyssey Manufacturing Co. has provided superior service to water and wastewater industry including superior service to the City of Cocoa including never missing a delivery, providing emergency support on several occasions and providing a significant amount of technical assistance ***including several training classes, several technical support visits, FDEP permitting assistance, engineering design and chemical system installation.*** As you know, we are the only chemical manufacturer/distributor that is open for manufacturing and deliveries 24 hours per day and 7 days per week (including holidays) and can be reached @800-ODYSSEY or facsimile (813) 630-2589. Additionally, Odyssey Manufacturing also agrees to continue to continue to provide unlimited technical assistance to the Utilities soliciting bids to assist them with their operations at no charge as part of the sodium hypochlorite supply. Such assistance includes, but is not limited to, operator training sessions, startup services, site inspections on behalf of the owner, drawing review, engineering and design. As a licensed plumbing and general contractor, Odyssey has performed over one thousand chemical system installations in the State of Florida and provided extensive service support to its customers to help maintain their chemical systems. In particular, we have installed chemical systems and done service work at all of the City of Cocoa's, Brevard County's, Palm Bay's facilities including the installation of over fifteen chemical systems at these sites. We have provided engineering support and technical analysis as well to all of these entities.

Sodium hypochlorite is the most important chemical you purchase. Its use is mandated by an assortment of regulatory agencies and its failure can lead to severe consequences for the utility including system wide boiled water notices and hefty FDEP and EPA fines. Hypochlorite is very unique because of its essential use in water treatment, short shelf life, "just in time" delivery requirements and rapid degradation if fouled by impurities in the manufacturing process. Sodium hypochlorite is the only chemical the Utility purchases that if you leave it in a railcar or other storage vessel for an extended time it will significantly degrade and in some cases if left long enough be completely gone. For example, a drum of 50% caustic will still be a drum of 50% caustic after one year. A drum of 12.5% sodium hypochlorite will be salt water after one year with no disinfection capability. A drum of 50% caustic laden with 2 ppm iron and other metals will still be a drum of 50%

caustic after one week (or even after one year). A drum of 12.5% sodium hypochlorite containing 2 ppm iron and other metal impurities will be a drum of 5% – 6% sodium hypochlorite after one week and thus have half the disinfection power and require twice as much to be fed.

As you know, Odyssey provides a superior product for two reasons: (1) We have a superior process; and (2) We care about quality (we just don't pay lip service to it and tell you we are "improved" or just as good as Odyssey). Frankly, if 95% of our business was pool stores to which we delivered 8% - 9% bleach laden with iron, metals, sludge and other impurities to them because they don't care about quality why would we bother to spend an extra $.20 per gallon to make the correct strength bleach and another $.05 per gallon to properly filter the bleach? Instead, I would probably target the 4% of the municipal market which buys on "price per gallon" and not the total cost when usage and maintenance is factored in and sell them the same slop. This same group doesn't care when their bleach comes late or doesn't come at all either because they continue to put up with it as long as they perceive they are paying less per gallon. It is not what a company says they will do it is what they have consistently done in the past is what you will get!

Florida Utilities should have a reputable supplier with a strong safety, reliability and quality record to serve their sodium hypochlorite needs for their Utility Department. Odyssey has been that supplier since its inception seventeen years ago. Because of its short shelf life, buying a superior quality sodium hypochlorite will result in significant savings. We have examined your specifications and can comply with all the requirements. Additionally, we hereby provide written assurance of compliance with OSHA, EPA, NSF, and AWWA regulations and consent to provide samples to the Utilities soliciting bids for testing if requested. We also agree to provide a safe handling training course and "refresher courses" for **all** of your chemicals for the duration of the contract. We have never failed to or refused to make a chemical delivery for any product we have been awarded a purchase order. We take no exceptions to the bid documents. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 or visit our website @www.odysseymanufacturing.com. Thank you for your consideration.

Sincerely,

Patrick H. Allman
General Manager

SUBMIT BID TO:
CITY OF COCOA
FINANCE DEPARTMENT
PURCHASING DIVISION
65 Stone St.
COCOA, FLORIDA 32922
Third Floor
PH: 321-433-8833

INVITATION TO BID

Bidder Acknowledgement

FORM NO. 00019

BUYER:	TELEPHONE #:	FAX #:
SONJA HAMILTON-SUAREZ	**321-433-8833**	**321-433-8860**

MAILING DATE:	BID TITLE:	*BID NUMBER:*
Monday, July 11, 2016	**Water & Wastewater Treatment Chemicals**	**B-16-19-COC**

BID SUBMITTAL DATE AND TIME:	BID OPENING TIME AND LOCATION:	BIDS RECEIVED AFTER SUBMITATAL DATE AND TIME WILL NOT BE ACCEPTE
Thursday, August 11, 2016 @ 2:30 p.m.	**3:00 p.m. Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor**	

PRE BID DATE, TIME AND LOCATION (IF APPLICABLE):	TIME:	DATE:
	NA	**NA**

BIDDER NAME: Odyssey Manufacturing Company

MAILING ADDRESS: 1484 Massaro Blvd.

CITY-STATE-ZIP: Tampa, Fl. 33619

EMAIL ADDRESS: pallman@odysseymanufacturing.com

TELEPHONE NO: 813/635-0339

FAX NO: 813/63-2589

AUTHORIZED SIGNATURE (MANUAL):

TITLE: General Manager

TYPED/PRINTED NAME: Patrick Allman

DATE: 8/2/16

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledg and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, an able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):

- ☐ Not enough bid response time
- ☐ Specification unclear
- ☐ Our company does not handle this item/service
- ☐ Our company does not submit bids to Municipalities
- ☐ Other: (please explain)

Method bidder was informed of bid (check appropriate box):

- ☐ Received invitation by direct mail
- ☒ Viewed bid posting on Internet home page
- ☐ Read legal ad in newspaper
- ☐ Viewed through bid reporting service
- ☐ Other: (please explain)

1. SUBMISSION OF BIDS: All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the Purchasing Department after the specified date and time will not be accepted.

2. EXECUTION OF BID/PROPOSAL: Bid/proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bids/proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid must be initialed. The company name and F.E.I.D. Number shall appear in space(s) provided.

3. BID OPENING: Bid/proposal opening shall be public on the date and time specified. Bids/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

4. BID TABULATION: Any bidder wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left hand corner bid/proposal tabulation response.

5. CLARIFICATION/CORRECTION OF BID ENTRY: The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.

6. INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the designated buyer. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bidders by August 4, 2016. No interpretation shall be considered binding unless provided in writing by the designated buyer of the City of Cocoa.

7. PRICING: Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Cocoa to secure area or inside delivery.

8. ADDITIONAL TERMS & CONDITIONS: The City of Cocoa reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original specifications.

9. TAXES: The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.

10. DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid evaluation purposes.

11. MEETS SPECIFICATIONS: All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

12. BRAND NAMES: If items called by this initiation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.

    Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

    If the bidder proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bids/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the bidder. The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To insure that sufficient information is available the bidder shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the bidder proposes to furnish and what the City of Cocoa would be biding itself to purchase by making an award.

13. SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

14. ASSIGNMENT: Any purchase order issued pursuant to this bid/proposal and the monies which many become due hereunder are not assignable except with prior written approval of the City Manager.

15. LIABILITY: The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

16. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. TRANING: Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal.

18. ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered no conforming to specifications may be rejected and returned at vendor's expense. Those items and items not delivered as per delivery date in bid/proposal and /or purchase order may be purchased on the open marker. Any increase in cost may be charged against the vendor. Any violation of the stipulations may also result in the vendor's name being removed from the bidders list.

19. SAFETY WARRANTY: The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

20. WARRANTY: The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal.

21. AWARDS: As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city wide bases with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable ordinances of the City of Cocoa.

22. DEFINITIONS:
    BIDDER: The term BIDDER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.

    VENDOR: The term VENDOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY.

Return This Form with Required Bid Submittal Documents

SECTION 00110
LOCAL VENDOR PREFERENCE AFFIDAVIT
CITY OF COCOA
BID # B-16-19-COC

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

THIS REQUEST FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECIEPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

Copy of local business tax receipt submitted ___ Yes ___No (must be attached to receive preference)

Name of Business n/a

BY:

_____
Signature

THIS PROGRAM APPLIES TO BREVARD COUNTY, FLORIDA VENDORS/CONTRACTORS ONLY.

DO NOT FILL OUT THIS FORM IF YOU DO NOT QUALIFY FOR THIS PROGRAM.

SECTION 00296
Scrutinized Company Certification
Solicitation No. B-16-19-COC
Water & Wastewater Treatment Chemicals

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

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

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

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

Patrick Allman, General Manager
(Printed Name and Title)

Odyssey Manufacturing Company
(Name of Vendor)

STATE OF Florida, COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 2 day of August, 2016, by Patrick Allman (name of person whose signature is being notarized) as General Manager (title) of Odyssey Manufacturing Co. (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:

Linnea A. Ison State of Florida at Large (Seal)
(Signature)

Linnea A. Ison My commission expires: 3/31/2020
(Print Name)

LINNEA A. ISON
MY COMMISSION # FF 977561
EXPIRES: March 31, 2020
Bonded Thru Notary Public Underwriters

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

Section 00297

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

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

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

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

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

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

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

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: Odyssey Manufacturing Company Patrick Allman	Date: 8/2/16
Signature of Authorized Certifying Official:	Title: General Manager

Section 00298
BIDDER'S CERTIFICATION
BID NO. B-16-19-COC

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor'' Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bids.

I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Odyssey Manufacturing Company
Name of Business

BY:

x _____
Signature

Patrick Allman, General Manager
Name & Title, Typed or Printed

1484 Massaro Blvd.
Mailing Address

Tampa,Fl. 33619
City, State, Zip Code

813/635-0339
Area Code & Phone Number

813/630-2589
Area Code & Fax Number

Sworn to and subscribed before me

this 2 day of August, 2016

_____
Signature of Notary

Notary Public, State of Florida

Personally Known
- OR -
Produced Identification _____

Type: _____

LINNEA A. ISON
MY COMMISSION # FF 977561
EXPIRES: March 31, 2020
Bonded Thru Notary Public Underwriters

CHECK LIST
FOR SEALED BID
Bid #B-16-19-COC

Preparation of Bids:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bidder's risk.

2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

3. Each bidder shall furnish the information required on the Original City of Cocoa's bid forms and each accompanying sheet thereof, on which he/she makes an entry.

4. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.

5. Although the City generally awards bid based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

6. The official clock to be used for submitting any bid documents is located in the City of Cocoa, Purchasing Division's Lobby. Submittal time for this bid expires at 2:30 p.m. on the date stated in these documents.

Bid Check List

Bidders are cautioned to please check their bid very carefully, using the following Checklist:

	Insert	Description
	Yes ☑	Bid envelope prepared as specified
	Yes ☑	It is the bidder's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response.
	Yes ☑	Submitted in Duplicate as requested one (1) Original and (1) Copy
1.	Yes ☑	Section 00019 Bidder's Acknowledgement Form
2.	Yes ☑	Section 00110 Local Vendor Preference Affidavit
3.	Yes ☑	Section 00296 Scrutinized Company Certification
4.	Yes ☑	Section 00297 Certification Regarding Debarment & Suspension
5.	Yes ☑	Section 00298 Bidder's Certification
6.	Yes ☑	Section 00300 Bid Form/Schedule of Unit Pricing
7.	Yes ☑	Section 00311 Exceptions to Specifications
8.	Yes ☑	Section 00312 References
9.	Yes ☑	Section 00320 Statement of Bidders Qualifications
10.	Yes ☑	Section 00480 Non-Collusion Affidavit
11.	Yes ☑	Section 00485 Drug free workplace certification signed
12.	Yes ☑	Section 00490 Conflict of Interest Statement

SECTION 00300
BID FORM
Water & Wastewater Treatment Chemicals
BID NO. B-16-19-COC

Proposal of Odyssey Manufacturing Company
(Name)
1484 Massaro Blvd., Tampa, Fl. 33619
(Address)

to furnish all materials, service, equipment, and labor required, for the **Water & Wastewater Treatment Chemicals** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Section	Description	Unit	Qty	Unit Cost	Extension
00310-A	Liquid Chlorine	TON	400	$ -	$ NO BID
00310-B	Quick Lime 3/8" Pebble	TON	7,755	$ -	$ NO BID
	Quick Lime 3/4" Pebble	TON	6,500	$ -	$ NO BID
00310-C	Soda Ash	TON	2,000	$ -	$ NO BID
00310-D	Anhydrous Ammonia	TON	80	$ -	$ NO BID
00310-E	Hydrofluosilicic Acid	TON	140	$ -	$ NO BID
00310-F	Carbon dioxide	TON	1120	$ -	$ NO BID
00310-G	Sodium Hypochlorite	GAL	1,708,625	$ .464	$ 792,802.00
	Sodium Hypochlorite (% Available Chlorine/LB.)				% 12.5
00310-H	Ferric Sulfate	TON	1760	$ -	$ NO BID

IF YOU ARE NOT BIDDING ON A SECTION ABOVE PLEASE NOTE: N/B = NO BID.
FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within one (1) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in one hundred thirty-six (136) days with completion in one hundred fifty (150) days from notice to proceed.

2) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

3) **FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY**
All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative participants FOB points and participating quantities are shown in the following chart (see Table "A" below).

TABLE A
BCPEPC WATER & WASTE WATER TREATMENT CHEMICALS
ANNUAL QUANTITIES BY AGENCY

Section #	Description	Unit	COCOA	BREVARD COUNTY	CAPE CANAVERAL	COCOA BEACH	PALM BAY	TITUSVILLE
00310-A	Liquid Chlorine	TON	400					
00310-B	Quick Lime 3/8" Pebble	TON	6,500	155				1,100
	Quick Lime 3/4" Pebble	TON	6,500					
00310-C	Soda Ash	TON	2,000					
00310-D	Anhydrous Ammonia	TON	70					
00310-E	Hydrofluosilicic Acid	TON	175	.5			27.5	11.5
00310-F	Carbon dioxide	TON	1,000	48				72
00310-G	Sodium Hypochlorite	GAL	480,000	600,000	45,625	160,000	200,000	223,000
00310-H	Ferric Sulfate	TON	1,100	70				

DESTINATION OF PARTICIPATING BCPEPC MEMBERS.

AGENCY NAME	DELIVERY ADDRESS
CITY OF COCOA	28400 S.R. 520, Christmas, FL 32709 375 N. Cocoa Blvd, Cocoa, FL 32922 *
BREVARD COUNTY	2262 High Drive, Mims, FL 32754 334 Egret Circle, Barefoot Bay, FL 32976 3205 Australian Way, Mims, FL32754 * 3710 Juanita Street, Cocoa, FL 32927 * 3630 N. Courtenay Pkwy, Merritt Island, FL 32953 * 10001 N. Wickham Road, Melbourne, FL 32940 * 2800 S. A1A Highway, Melbourne Beach, FL 32951 * 7773 Dottie Drive, Barefoot Bay, FL 32976 *
CITY OF CAPE CANAVERAL	601 Thurm Blvd, Cape Canaveral, FL 32920 *
CITY OF COCOA BEACH	1600 Minutemen Cswy, Cocoa Beach, FL 32931*
CITY OF PALM BAY	1105 Clearmont Street NE, Palm Bay, FL 32905 Bldgs. F,H and I 1080 Clearmont Street NE, Palm Bay, FL 32905 645 Nash Street, Palm Bay, FL 32907 2200 Sandy Pines, Palm Bay, FL 32907 250 Osmosis Drive, Palm Bay, FL 32907
CITY OF TITUSVILLE	2836 Garden Street, Titusville, FL 32796 1105 buffalo road, Titusville, FL 32796 * 4800 Deep Marsh Road, Titusville, FL 32870 *

* Sodium Hypochlorite only

4) The City reserves the right to increase or decrease these estimated quantities as needed.

5) Contract is for period from October 1, 2016 through September 30, 2017. Contract is renewable for two (2) consecutive twelve (12) month periods, at the same rates, not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6) The City shall receive shipments as required on an as needed basis throughout the year.

7) POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN SECTION 00300 BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR "NO BID".

Receipt of Addenda Number(s) 1, 2 is acknowledged.

Dated this 2 day of August, 2016.

Odyssey Manufacturing Company
(Company or Corporation Name)

1484 Massaro Blvd.
(Street or P.O. Box)

Tampa, Fl. 33619
(City, State and Zip Code)

813/635-0339
(Area Code and Phone Number)

813/630-2589
(Area Code and Fax Number)

pallman@odysseymanufacturing.com
(Email Address)

By Patrick Allman, General Manager
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Patrick Allman who, after first being sworn by me,

affixed his/her signature in the space provided above on this 2 day of August, 2016.

(Notary Public)

My commission Expires: 3/31/2020

LINNEA A. ISON
MY COMMISSION # FF 977561
EXPIRES: March 31, 2020
Bonded Thru Notary Public Underwriters

EXCEPTIONS /DIVIATIONS OR CLARIFICATIONS TO SPECIFICATIONS

BID NO. B-16-19-COC

NONE

GM

SECTION 00311

Section 00312
REFERENCES
WATER & WASTEWATER TREATMENT CHEMICALS
BID #B-16-19-COC

Bidder shall submit as a part of the bid package, three (3) work references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Business Name	City of Pompano Beach
Address	301 N.E. 12th St., Pompano Beach, Fl. 33060
Telephone Number	954/545-7045
Contact Person	Phil Hyer

Business Name	Tampa Bay Water
Address	2575 Enterprise Road, Clearwater, Fl. 33763
Telephone Number	727/929-4551
Contact Person	Andrew Greenbaum

Business Name	City of St. Petersburg
Address	1160 62nd Ave., St. Petersburg, Fl. 33702
Telephone Number	727/892-5116
Contact Person	Craven Askew

SECTION 00320
STATEMENT OF BIDDER'S QUALIFICATIONS
BID # B-16-19-COC

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of Bidder: Odyssey Manufacturing Company

B. Permanent main office address:
1484 Massaro Blvd., Tampa, Fl. 33619

C. When organized (Month/Year): May, 19 98

D. If a corporation, where incorporate (State): Delaware

E. How many years have you been engaged in the contracting business under your present firm or trade name? (Years) 16 yrs

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Amount of Contract	Anticipated Completion Dates
Odyssey has over 500 hundred		
sodium hypochlorite supply contracts		
with numerous utilities in Florida		
ranging from $5,000 to $2,000,000		

per year with various end dates.

G. General character of work performed by your company. Sodium Hypochlorite Manufacturer, Installation of Chemical Feed Systems.

H. Have you ever failed to complete any work awarded to you? Yes (No) if yes, please specify where and why:

I. Have you ever defaulted on a contract? Yes ( ) No (o) If yes, please specify where and why

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed	
City of Cocoa Sodium Hypochlorite Supply	~$850,000	Sept	2016	*
Orang County Sodium Hypochlorite Supply	~$800,000	June	2016	*
TOHO Water Authority Sodium Hypochlorite Supply	~$800,000	Feb	2016	
Hillsborough County Sodium Hypochlorite Supply	~$750,000	June	2016	

* Completed two years and on last renewal.

K. List your major equipment:

1 6K Lull

25 tractors

26 tankers

2 Lowboy trailers

4 Utility Trailers

7 Service Trucks

L. Experience in construction work similar in type to this project.

Have installed over 2,600 turn-key chemical systems including most of the chemical systems for the entities supplied under this bid.

M. Background and experience of the principal members of your organization, including the officers.

Name	Title	Background	Years Experience
Moran T. Rales	President	B.S. Chemical Eng Worked for 3 Chemical Manufacturers / Distributors	33
Pat Allman	General Manager	B.S./M.S. Nuclear Eng Worked U.S. Navy; Utility & Odyssey	33
Stephen S. Volk	Secretary / CEO	B.S. Chemical Eng Worked for 3 different chemical companies	40

N. Credit available: $ 6,000,000

O. Give bank reference: Bank of America, Michelle Bain, 727-244-5112

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Cocoa? (Yes) No

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Hillsborough County (COUNTY) this 2 day of August, 20 16.

Odyssey Manufacturing Company
(Name of Organization)

By: _____ General Manager
(Title)

State of Florida

County of Hillsborough

Patrick Allman
(Name) being duly sworn deposes and says that he is

the General Manager
(Title) of Odyssey Manufacturing Company
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 2 day of August, 2016.

LINNEA A. ISON
MY COMMISSION # FF 977561
EXPIRES: March 31, 2020
Bonded Thru Notary Public Underwriters

_____
(Notary Public)

3/31/2020
(My commission expires)

FF977561
(Commission Number)

SECTION 00480
NON-COLLUSION AFFIDAVIT OF BIDDER
BID NO. B-16-19-COC

State of Florida

County of Hillsborough, being first duly sworn, deposes and says that:

1. He is General Manager of Odyssey Manufacturing Company, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) General Manager

Subscribed and sworn to before me

this 2 day of August, 20 16.

_____
(Notary Public)
My commission expires: 3/31/2020

LINNEA A. ISON
MY COMMISSION # FF 977561
EXPIRES: March 31, 2020
Bonded Thru Notary Public Underwriters

END OF SECTION

DRUG FREE WORKPLACE CERTIFICATION
SECTION 00485
BID NO. B-16-19-COC

IDENTICAL TIE BIDS

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

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

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

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United state or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Odyssey Manufacturing Company
(Company)

General Manager
(Signature & Title)

SECTION 00490
CONFLICT OF INTEREST STATEMENT
BID NO. B-16-19-COC

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

1. I am the General Manager of Odyssey Manufacturing Company with a local office in Tampa, Fl. and principal office in Tampa, Fl.
   City and State City and State

2. The above named entity is submitting a Bid for the City of Cocoa described as:

Water & Wastewater Treatment Chemicals

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above bid is being submitted and that the above named entity has no financial interest in other entities submitting bids for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Cocoa.

Dated this 2 day of August, 2016.



(Affiant)

Patrick Allman, General Manager
Typed Name and Title

Sworn to and subscribed before me this 2 day of August, 2016

Personally Known ✓ or produced identification ____ . identification Type: _____

Notary Public-State of Florida Linnea A. Ison

Printed, typed, or stamped commissioned name of notary public

My commission expires: 3/31/2020

Linnea A. Ison

LINNEA A. ISON
MY COMMISSION # FF 977561
EXPIRES: March 31, 2020
Bonded Thru Notary Public Underwriters

ODYSSEY
MANUFACTURING CO.

March 1, 2016

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS AND CONTRACTS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms and to execute agreements and any documents associated with these agreements on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 1, 2016, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of March, 2016.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

State of Florida
Department of State

I certify from the records of this office that ODYSSEY MANUFACTURING CO. is a Delaware corporation authorized to transact business in the State of Florida, qualified on June 30, 1998.

The document number of this corporation is F98000003732.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on February 23, 2016, 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 Twenty-third day of February, 2016



Ken Detzner

Secretary of State

Tracking Number: CC2547518125

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ODYSSEY
MANUFACTURING CO.

AFFIDAVIT OF COMPLIANCE FOR

Bid 16-19-COC

City of Cocoa

This is to certify that as required, all sodium hypochlorite to be furnished under this Bid/Proposal will comply with AWWA Standard B300-10 (the most recent standard available at the time of this Bid/Proposal) as such may be amended and also the Specification for this bid. Further, this is to certify that all sodium hypochlorite to be furnished under this Bid/Proposal will comply with NSF Standard 60 and is certified by NSF as such.

Patrick H. Allman

General Manager

Attest

Secretary SW Sidello

NSF International

RECOGNIZES

ODYSSEY MANUFACTURING COMPANY

TAMPA, FL

AS COMPLYING WITH ANSI/NSF 60.

PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE AUTHORIZED TO BEAR THE NSF MARK.

Certification Program Accredited by the American National Standards Institute

Certification Program Accredited by RvA, the Dutch Council for Accreditation

Certification Program Accredited by the Standards Council of Canada

This certificate is the property of NSF International and must be returned upon request. To verify certification, call 800 NSF-MARK or (1) 734 769-8010.

May 4, 2000
Certificate #25070/25070B

Stan S. Hazan, General Manager
Drinking Water Additives

NovaChem
Laboratories, Inc

Date: 6 November 2015

Call for results over the phone
513-523-3605

Odyssey Sample Analysis Results
Received 30 October 2015

Parameter		
Wt% NaOCl	11.22	
GPL Available Chlorine	124	
Trade %	12.4	
Wt% NaOH	0.358	
Calculated pH	13.0	
Wt% Na_2CO_3	0.210	
Specific Gravity, g/mL	1.1615	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	426	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.15	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L
Chloride ion, mg/L	67,566	
Sodium, g/L (estimate)	88	
Wt% Suspended Solids	0.004	
Total Dissolved Solids, g/mL	0.91	
Filter Test (1,000 mL)	0 min 57 sec (Millipore 0.8 uM, type AWWP)	

B.P. Bubnis B.P. Bubnis 6 November 2015

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056
Tel: 513-523-3605, FAX: 513-523-4025
www.novachemlabs.com
E-Mail: bbubnis@novachemlabs.com

ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.

03/20/12

Ultra-Chlor Sodium Hypochlorite Specification

For

12.5 Trade Percent Available Chlorine

Item	Guarantees	Typical Values
Chemical Formula:	NaOCl in water	NaOCl in water
Delivered Grams per Liter:	125 GPL	125 GPL
Specific Gravity Range:	1.159 - 1.169	1.163 - 1.165
% by Weight Excess Sodium Hydroxide:	0.2 – 0.4	0.25 – 0.35
pH:	12.3 – 12.7	12.4 – 12.6
Weight % Available Chlorine:	≥10.4	10.55 - 10.8
Weight % Sodium Hypochlorite:	≥10.8	11.0 - 11.3
lb/gallon Available Chlorine:	≥1 lb/gallon	1.03 - 1.04 lb/gallon
Gallons required to Obtain 1lb of Chlorine:	.96 - 1 gallon	.96 - .97 gallon
Iron (Fe):	<0.30 mg/L	.1 - .2 mg/L
Copper (Cu):	<0.03 mg/L	Not detectable
Nickel (Ni):	<0.03 mg/L	Not detectable
Manganese (Mn):	<0.03 mg/L	Not detectable
Selenium (Se):	<.02 mg/L	Not detectable
Bromate:	<20 mg/L	0 – 5 mg/L
Perchlorate (At time of manufacture):	<10 mg/L	Not Detectable
Chlorate (At time of manufacture):	<2,000 mg/L	500-1,000 mg/L
Viscosity (Varies with temperature):	1.75 – 2.50 centipois	1.75 – 2.50 centipois
Specific Heat:	.90 - .94 Cal./gm/deg C	.91 - .93 Cal./gm/deg C
Thermal Conductivity:	.2 - .4 W/m/deg C	.3 - .35 W/m/deg C
Suspended Solids Test (e.g. Filter Test):	<3 minutes	.9 – 1.25 minutes
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid

Note: Product is certified to meet ANSI/NSF Standard 60 and is in compliance with ANSI/AWWA Standard B300-10.

NSF International
789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

Live Safer™

TEST REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date 11-AUG-2015
Customer Name	Odyssey Manufacturing Company	
Tested To	NSF/ANSI 60	
Description	Ultrachlor | Sodium Hypochlorite 12.5%	
Trade Designation	Ultrachlor	
Test Type	Annual Collection	
Job Number	A-00151580	
Project Number	W0147320	
Project Manager	Lena Hope	

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Amanda Phelka - Director, Toxicology Services

Date 11-AUG-2015

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General Information

Standard: NSF/ANSI 60

DCC Number: DA02366
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Sodium Hypochlorite 12.5%
Trade Designation/Model Number: Ultrachlor

Sample Id: **S-0001178174**
Description: Ultra-Chlor | Sodium Hypochlorite 12.5%
Sampled Date: 03-Aug-2015
Received Date: 30-Jul-2015

Tox Normalization Information:	
Calculated NF	0.0894
Preparation method used	B
MUL	94 mg/L
Compound Reference Key:	SPAC

Lab Normalization Information:	
Date exposure completed	03-AUG-2015
Final volume of solution	0.5 L
Mass of material used	526 mg

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF

Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Chemistry Lab							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.04)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(1)	ND(1)	ND(1)	ND(0.04)	1.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.04)	0.6	Pass
Selenium	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass
Thallium	ug/L	0.3	0.3	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass

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Sample Id: **S-0001178174**

Testing Parameter							
Chemistry Lab (Continued)							
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Chloroform	ug/L	ND(1)	0.5	ND(1)	ND(0.09)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	0.8	ND(1)	ND(0.09)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	5	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.89)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.89)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	100	Pass
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass

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Sample Id: **S-0001178174**

Testing Parameter							
Chemistry Lab (Continued)							
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	400	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	0.5	ND(0.5)	ND(0.04)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.04)	1000	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[Xylenes] - Acceptance based on Total Xylenes

[TTHM] - Acceptance based on Total Trihalomethanes

Sample Id: **S-0001178175**
Description: Ultra-Chlor | Sodium Hypochlorite 12.5%
Sampled Date: 27-Jul-2015
Received Date: 30-Jul-2015
Quenched Date: 27-JUL-2015 12:00

Tox Normalization Information:		**Lab Normalization Information:**	
Calculated NF	0.000000090	Date exposure completed	30-JUL-2015
MUL	94 mg/L		
Density Value Applied	1.16 g/mL		
Compound Reference Key:	SPAC		

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Sample Id: **S-0001178175**

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3 ml} * \frac{1\ g}{10^3 mg}$

- *Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)*
- *Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- *Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid*
- *Unit conversion: 1 L = 10 ml, 1 g = 10 mg;*

Testing Summary							
Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09) ug/L	5	Pass
Chlorate	mg/L	800	800	ug/L	73 ug/L	300	
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09) ug/L	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)
C3038	Barium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3041	Beryllium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3046	Cadmium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3052	Chromium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3058	Copper in Drinking Water by ICPMS (Ref: EPA 200.8)
C3071	Mercury in Drinking Water by ICPMS (Ref: EPA 200.8)
C3100	Lead in Drinking Water by ICPMS (Ref: EPA 200.8)
C3113	Antimony in Drinking Water by ICPMS (Ref: EPA 200.8)
C3115	Selenium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3127	Thallium in Drinking Water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Testing Laboratories:

	Id	Address
All work performed at: ⟶	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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NSF International

July 22, 2015

Mr. Patrick H. Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Dear Mr. Allman,

This letter acknowledges that NSF International has conducted the annual laboratory testing of Sodium Hypochlorite, manufactured by Odyssey Manufacturing Company and Certified to the NSF/ANSI Standard 60 at the Tampa, Florida facility.

Official Test Reports are available for the 2011, 2012 and 2013 calendar years. Due to a technical issue, the testing of the 2014 annual sample was not completed. We expect to complete the 2015 testing in the near future.

This product is Certified and is authorized to bear the NSF Mark. As long as Odyssey Manufacturing Company maintains this product Listing, the product will also appear in NSF's on-line Listings display at http://www.nsf.org/Certified/PwsChemicals/ (updated daily).

This letter may be copied and distributed only in its entirety.

Sincerely,

Lena Hope
Account Manager
Water Systems
NSF International
Phone: 734-913-5731
e-mail: hope@nsf.org

NSF International
789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

Live Safer™

TEST REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date 04-NOV-2013
Customer Name	Odyssey Manufacturing Company	
Tested To	NSF/ANSI 60	
Description	Sodium Hypochlorite | Sodium Hypochlorite	
Trade Designation	Sodium Hypochlorite	
Test Type	Annual Collection	
Job Number	A-00126341	
Project Number	9142019 (CLA, TEA)	
Project Manager	Lena Hope	

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Amanda Phelka - Director, Toxicology Services

Date 04-NOV-2013

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General Information

Standard: NSF/ANSI 60

DCC Number: DA02366
Maximum Use Level: 12.5 mg/L
Monitor Code: A
Physical Description of Sample: Sodium Hypochlorite
Trade Designation/Model Number: Sodium Hypochlorite

Sample Id: **S-0000991374**
Description: Sodium Hypochlorite
Sampled Date: 24-Sep-2013
Received Date: 17-Sep-2013

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0922	Date exposure completed	24-SEP-2013
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	510 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Chemistry Lab							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	10	Pass
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass
Thallium	ug/L	0.2	ND(0.2)	0.2	0.02	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass

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Sample Id: **S-0000991374**

Chemistry Lab (Continued)							
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Chloroform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Chlorobenzene	ug/L	2	3.8	ND(1)	ND(0.09)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	5	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	100	Pass
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass

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Sample Id: **S-0000991374**

Chemistry Lab (Continued)							
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	400	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.1	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	1000	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[Xylenes] - Acceptance based on Total Xylenes

[TTHM] - Acceptance based on Total Trihalomethanes

Sample Id: **S-0000991375**
Description: Sodium Hypochlorite
Sampled Date: 17-Sep-2013
Received Date: 17-Sep-2013
Quenched Date: 4-SEP-2013 16:00

Tox Normalization Information:		**Lab Normalization Information:**	
Calculated NF	0.0000000867	Date exposure completed	17-SEP-2013
MUL	94 mg/L		
Density Value Applied	1.2 g/mL		
Compound Reference Key:	SPAC		

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Sample Id: **S-0000991375**

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3 ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3\ ml}$ * $\frac{1\ g}{10^3\ mg}$

- *Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)*
- *Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- *Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid*
- *Unit conversion: 1 L = 10^3 ml, 1 g = 10^3 mg;*

Chemistry Lab

Oxyhalides in Bleach by LCMS

Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09) ug/L	5	Pass
Chlorate	mg/L	480	480	ug/L	42 ug/L	200	
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09) ug/L	3	Pass

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Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)
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C3115	Selenium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3127	Thallium in Drinking Water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Testing Laboratories:

	Id	Address
All work performed at: ⟶	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

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The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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NSF International
789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

Live Safer™

TEST REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date 28-MAR-2012
Customer Name	Odyssey Manufacturing Company	
Tested To	NSF/ANSI 60	
Description	Ultrachlor | Clear liquid	
Trade Designation	Ultrachlor	
Test Type	Annual Collection	
Job Number	A-00116230	
Project Number	9120157 (CLA, TEA)	
Project Manager	Lena Hope	

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Clifton J. McClellan **Date** 28-MAR-2012

Clifton Mclellan - Director, Toxicology Services

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General Information

Standard: NSF/ANSI 60

Chemical Name: Sodium Hypochlorite
DCC Number: DA02366
Date of Manufacture: 2/24/2012
Lot Number/Product Identifier: 2/24/2012
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Clear liquid
Trade Designation/Model Number: Ultrachlor

Sample Id: **S-0000882116**
Description: Sodium Hypochlorite
Sampled Date: 07-Mar-2012
Received Date: 28-Feb-2012

Tox Normalization Information:		**Lab Normalization Information:**	
Calculated NF	0.0929	Date exposure completed	07-MAR-2012
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	506 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	10	Pass
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass

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Sample Id: S-0000882116

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Chloroform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	5	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	100	Pass

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Sample Id: **S-0000882116**

Testing Parameter	Units	Sample	Control	Result	Norm Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	400	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.1	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	1000	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[TTHM] - Acceptance based on Total Trihalomethanes

[Xylenes] - Acceptance based on Total Xylenes

Sample Id: **S-0000882118**
Description: Sodium Hypochlorite
Sampled Date: 24-Feb-2012
Received Date: 28-Feb-2012

Tox Normalization Information:

Calculated NF	0.0000842
MUL	94 mg/L
Compound Reference Key:	SPAC
Miscellaneous Factor:	.000000896

Lab Normalization Information:

Date exposure completed	29-FEB-2012

Normalization Calculation:

Testing Parameter	Units	Sample	Control	Result	Norm Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							

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Sample Id: **S-0000882118**

Testing Parameter	Units	Sample	Control	Result	Norm Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)		ND(1)	ND(0.08)		
Bromate	mg/L	ND(1)		ND(1)	ND(0.08)	5	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)
C3038	Barium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3041	Beryllium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3046	Cadmium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3052	Chromium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3058	Copper in Drinking Water by ICPMS (Ref: EPA 200.8)
C3071	Mercury in Drinking Water by ICPMS (Ref: EPA 200.8)
C3100	Lead in Drinking Water by ICPMS (Ref: EPA 200.8)
C3113	Antimony in Drinking Water by ICPMS (Ref: EPA 200.8)
C3115	Selenium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3127	Thallium in Drinking Water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Testing Laboratories:

	Id	Address
All work performed at: ⟶	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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ODYSSEY
MANUFACTURING CO.

Odyssey Manufacturing Co. Sodium Hypochlorite Reference List

- Gerry Erb, Bonita Springs Utilities, RO Chief Operator, 239-390-4823
  Keith Helsper, Bonita Springs Utilities, Purchasing Agent, 239-390-4832
- Andy Fenske, City of Cape Coral, Chief Operator, 239-574-0877
  Chris Hoffman, City of Cape Coral, Buyer, 239-574-0841
- David Hawkins, Sarasota County, Bee Ridge WRF Supt., 941-316-1288
  Jissel Shoemaker, Sarasota County, Contracts Coordinator, 941-861-5340
- Andrew Greenbaum, Operations Manager, Tampa Bay Water, 813-929-4551
  Teresa Collins, Tampa Bay Water, Purchasing Manager, (727) 791-2325
- John Bullard, City of Delray Beach, WT Plant Manager, 561-243-7317
  Holly Vath, City of Delray Beach, Chief Purchasing Officer, 561-243-7123
- Craven Askew, City of St. Petersburg, NE WWTP Supt., 727-893-7779
  Kenny Wise, City of St. Petersburg, SW WWTP Supt., 727-893-7497
  Cynthia Brickey, City of St. Petersburg, Purchasing, 727-893-7026
- Troy Howell, City of Cocoa, WT Plant Superintendent, 407-568-5867
  Tammy Eastburn, City of Cocoa, Purchasing, 321-433-8775
- Phil Hyer, City of Pompano Beach, WTP Superintendent, 954-545-7030
  Leeta Hardin, City of Pompano Beach General Services Director (Purchasing), 954-786-4098
- Albert Jernej, City of Deerfield Beach, WTP Chief Operator, 954-480-4369
  David Santucci, City of Deerfield Beach, Purchasing Manager, 954-480-4380
- Tom Troutman, City of Port Orange WWTP, Chief Operator, 386-506-5786
  Steve Miller, City of Port Orange WTP, Chief Operator, 386-756-5380
  Lisa A. Pallante, Purchasing/Finance, 386-506-5712
- Barry Stewart, St. Johns County, WTP Superintendent, 904-209-2645
  Jaime Locklear, St. Johns County, Contract Coordinator, 904-209-0158
- Gary Framo, Orange County, Western Region WTP Manager, 407-884-5131
- Bill Washington, Pinellas County, South Cross Bayou WRF Superintendent, 727-582-7012
- Al Purvis, City of Leesburg, WTP Superintendent, 352-728-9843
- Verne Hall, City of Sarasota, Operations Manager, 941-365-2200, Ext. 6230
  Peter Perez, City of Sarasota, WTP Superintendent, 941-955-2325

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Debbie MacGillivray
Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802	PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344 E-MAIL ADDRESS: debbie.macgillivray@stahlinsurance.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619	INSURER A: Westchester Surplus Lines Ins Co 10172 INSURER B: ACE American Insurance Co 22667 INSURER C: Zenith Insurance Company 13269 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1/1/16 Master Cert **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 X Per Project Applies by Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			G24092975007 Includes Contractual Liability & XCU Coverages	10/1/2015	10/1/2016	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
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			H08450377007	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			G24092987007	10/1/2015	10/1/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Z066828612	1/1/2016	1/1/2017	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	Pollution/Prof Liability Poll Ded $10K/Prof $25K			G24092975007	10/1/2015	10/1/2016	Ea Poll Condition/Agg Pro Ea Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For INFORMATION PURPOSES ONLY
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXX, FL 33619

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

Tony Martinez/MACG

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OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2015

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		(M)
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Odyssey Manufacturing Company

Street: 1484 Massaro Blvd.

City: Tampa State: FL ZIP: 33619

Industry description (e.g., *Manufacture of motor truck trailers*): Bleach Manufacturer

Standard Industrial Classification (SIC), if known (e.g., *3715*): 2819

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): ——— — — — — —

Employment information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees: 49

Total hours worked by all employees last year: 137,371.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: President

Phone: 813 635- 0339 Date: 2/1/16

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 15

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved;OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Odyssey Mfg. Co.
City Tampa State FL

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case)				Enter the number of days the injured or ill worker was		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at Work: Job transfer or restriction	Remained at Work: Other recordable cases	Away from work	On job transfer or restriction	(M) Injury	Skin disorder	Respiratory condition	Poisoning	Hearing loss	All other illnesses
(A) Case no.	(B) Employee's name	(C) Job title (*e.g., Welder*)	(D) Date of injury or onset of illness	(E) Where the event occurred (*e.g., Loading dock north end*)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (*e.g., Second degree burns on right forearm from acetylene torch*)	(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
	NONE.		month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
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			month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
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Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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(1) Injury (2) Skin disorder (3) Respiratory condition (4) Poisoning (5) Hearing loss (6) All other illnesses

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 14

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
30	52
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		(M)
(1) Injuries	2	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Establishment information

Your establishment name: [illegible] Manufacturing Co.

Street: 1504 [illegible]

City: Tampa, FL 33619 State ZIP

Industry description (e.g., Manufacture of motor truck trailers): Bleach manufacturer

Standard Industrial Classification (SIC), if known (e.g., 3715): 2819

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 48

Total hours worked by all employees last year: 133,640.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[signature] President

Company executive Title

813 635 - 0339 2/1/14

Phone Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 14

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Establishment name: 1404 Massaro [illegible]
City: Tampa, State: FL 33619

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Identify the person			Describe the case			Classify the case: CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness: (M)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
001	[redacted]	Driver	11/23/13 month/day	Bleach tank area at Customers	fractured Lower left leg	☐	☐	☒	☐	30 days	52 days	☒	☐	☐	☐	☐	☐
002	[redacted]	Operator	9/4/14 month/day	odyssey's plant	Jammed left wrist/hand	☐	☐	☐	☒	0 days	0 days	☒	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
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			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
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			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
					Page totals ➤	0	0	1	1	30	52	2	0	0	0	0	0

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OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 13

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
38	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injuries	1	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

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Establishment Information

Your establishment name: Odyssey Mfg. Company

Street: 1484 Massaro Blvd.

City: Tampa State: FL ZIP: 33619

Industry description (e.g., Manufacture of motor truck trailers): Bleach Manufacturer

Standard Industrial Classification (SIC), if known (e.g., 3715): 2819

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): ——————

Employment Information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 46

Total hours worked by all employees last year: 129,582

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

X _____
Company executive

Title

(813) 635-0339
Phone

1/31/14
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

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Year 20 13

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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Establishment name Odyssey Mfg. Company
City Tampa State FL

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case)				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
							Remained at Work					(M)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
21	[redacted]	Driver	11/13 monthlday	Bleach Tank area at Customer's site	Fracture to Lower Left Leg	☐	☒	☐	☐	38 days	0 days	X	☐	☐	☐	☐	☐
			/ monthlday			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ monthlday			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
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ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET

REVISED 4/06/13

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product identifier
Product name: Ultra-CHLOR
Product code(s):
Synonyms: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach
REACH Registration Number: The materials in this product have been registered according to Regulation (EC) 1907/2006.

1.2 Relevant identified uses of the substance or mixture and uses advised against
Uses: Cleaner, Disinfectant, Biocide and Sanitizer
Uses Advised Against: None

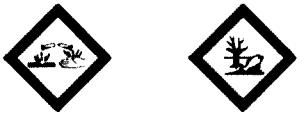
1.3 Details of the Supplier and of the Safety Data Sheet (SDS)
Odyssey Manufacturing Co.
1484 Massaro Boulevard
Tampa, Florida 33619
+1-813-635-0339 (24 hours)

1.4 Emergency telephone number:
1-800-ODYSSEY (Florida)
1-813-635-0339 (Outside Florida)
1-813-340-9093 (Control Room Cell Phone)

SECTION II - HAZARDS IDENTIFICATION

2.1 Classification of substance or mixture
Classification REGULATION (EC) No 1272/2008
Skin Corrosiveness: 1B; Skin Irritant: 2
Eye Irritant: 2
Aquatic Acute: 1
Description: Clear, greenish-yellow liquid; chlorine-like odor. Irritating to eyes, skin and respiratory system. Can cause burns to all areas contacted.

2.2 Label elements
Labeling Regulation (EC) No 1272/2008
Hazard pictograms



Signal word: **DANGER**
Hazard statements:

H314 – Causes severe skin burns and eye damage
H319 – Causes serious eye irritation
H400 – Very toxic to aquatic life
[Prevention] P260 – Do not breathe dusts or mists.
P264 – Wash hands or any exposed skin areas thoroughly after handling.
P273 – Avoid release to the environment.

P280 – Wear protective gloves/protective/clothing/eye protection/face protection.

[Response] P301 + P330 + P331 – IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 – IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
P363 – Wash contaminated clothing before reuse.
P304 + 340 – IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P310 – Immediately call a POISON CENTER or doctor/physician.
P305 + P351 + P338 – IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337 – If eye irritation persists: Get medical advice/attention.
P391 – Collect spillage.

[Storage] P405 – Store locked up.

[Disposal] P501 – Dispose of container in accordance with local/regional/national/international regulations.

Classification according to Directive 67/548/EEC or Directive 1999/45/EC

 C - Corrosive  N- Dangerous for the environment

Risk phrases:
R31 – Contact with acids liberates toxic gas.
R34 – Causes burns.
R36/38 – Irritating to eyes and skin.
R50 – Very toxic to aquatic organisms.

Safety phrases:
S1/2 – Keep locked up and out of the reach of children.
S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S28 – After contact with skin, wash immediately with plenty of soap-suds.
S37/39 – Wear suitable gloves and eye/face protection.
S45 – In case of accident or if you feel unwell, seek medical advice immediately (Show the label whenever possible).
S50 – Do not mix with acids or other incompatible materials (refer to section 10).
S60 – This material and its container must be disposed of as hazardous waste.

Additional labeling: EUH031 – Contact with acids liberates toxic gas.

SECTION III - COMPOSITION, INFORMATION ON INGREDIENTS

3.1 Substances
Chemical nature: Sodium hypochlorite, aqueous solution

% by Weight	Ingredient	CAS Number	EC Number	Index Number	EC Classification
10.0 – 20.0	Sodium Hypochlorite	7681-52-9	231-668-3	017-011-00-1	C, R34; R31: N, R50
0.1 – 0.4	Sodium Hydroxide	1310-73-2	215-185-5	011-002-00-6	Xi, 36/38
79.7 89.9	Water	7732-18-5	231-791-2		

3.2 Mixtures - Not applicable

SECTION IV - FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation: If product vapors or mists cause respiratory irritation or distress, move the exposed person to fresh air immediately. If breathing is difficult or irregular, administer oxygen; if respiratory arrest occurs, start artificial respiration by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. If symptoms persist, seek medical attention immediately.

Eyes: Immediately flush eyes with large amounts of water for 15 minutes, occasionally lifting upper and lower lids. Remove contact lenses after the first 5 minutes and continue washing. Obtain immediate medical attention, preferably from an ophthalmologist.

Skin: Flush skin with large amounts of water while removing contaminated clothing. Wash affected area with soap and water. Wash contaminated clothing and shoes thoroughly before reuse. Seek prompt medical attention if rash develops.

Ingestion: Rinse mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed

Potential health symptoms and effects

Eyes: Causes severe eye irritation and burns. Symptoms include redness, pain, itching, burning sensation and tearing. Material is extremely destructive to eyes, mucous membranes and surrounding tissues.

Skin: Causes severe skin irritation and burns. Symptoms include redness, pain, itching and burning sensation. May be harmful if absorbed through the skin.

Inhalation: Vapors and mists may be harmful is inhaled, causing sore throat and cough. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.

Ingestion: May cause severe gastrointestinal tract irritation with abdominal pain, burning sensation, cough, diarrhea, sore throat and vomiting. May cause burns and irritation to mucous membranes of the mouth and to tissues of the digestive tract.

Chronic: Repeated or prolonged contact with spray mist may produce chronic eye irritation, severe skin irritation and/or respiratory tract irritation leading to frequent attacks of bronchial infection.

SECTION V - FIRE FIGHTING MEASURES

5.1 Extinguishable media

Suitable methods of extinction: Material does not burn. Use fire extinguishing media appropriate for surrounding materials.

Unsuitable methods of extinction: None listed

5.2 Special hazards arising from the substance or mixture

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to toxic decomposition products may cause a health hazard. Fire may cause the evolution of chlorine, hydrogen chloride gas and chlorine oxides. Symptoms may not be immediately apparent. Obtain immediate medical attention.

5.3 Advice for firefighters

Full protective equipment including self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If possible, firefighters should control run-off water to prevent environmental contamination.

SECTION VI - ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Avoid breathing vapors/mists. Avoid contact with skin and eyes. Wear appropriate protective clothing designated in Section 8. Ventilate the area. Evacuate personnel to safe areas.

6.2 Environmental precautions

Avoid dispersal of spilled material or run-off and prevent contact with soil and entry into drains, sewers or waterways. Contain and recover liquid when possible.

6.3 Methods and materials for containment and cleaning up

Cover drains. Cover with a large quantity of inert absorbent (e.g. sand, vermiculite, kitty litter, dry earth). Do not use combustible materials such as saw dust. Collect product using a shovel and place into approved container for proper disposal as hazardous waste. For large spills use water spray to divert vapor drift. Observe possible material restrictions (section 7.2 and 10.5). Clean contaminated area with water. Do not mix with other cleaning agents that may liberate chlorine gas vapors.

US Regulations (CERCLA) require reporting spills and releases to soil water and air in excel of reportable quantities. Reportable quantity (RQ) for hypochlorite solutions is 45.36 kg (100 lbs).

Reportable Quantity (RQ): 100 lbs or 45.36 kg (approximately 100 gal or 378.5 L of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g. defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance.

For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission at *(800) 320-0519* AND the National Response Center at *(800) 424-8802 or (202) 267-2675* within 15 minutes!!!

Plan in advance for an occupational release and have necessary equipment and neutralization agents on-site. Contact Odyssey Manufacturing for assistance.

6.4 Reference to other sections

For indications about waste treatment, see section 13.

SECTION VII - HANDLING AND STORAGE

7.1 Precautions for safe handling

Observe label precautions. Avoid contact with skin and eyes. Wear all appropriate protective equipment specified in Section 8. Wash thoroughly after handling. Keep containers closed when not in use. Use proper equipment for listing and transporting all containers.

Advice on protection against fire and explosion

Material is non-flammable and non-combustible.

7.2 Conditions for safe storage, including any incompatibilities

Keep in cool, dry, ventilated storage areas in closed containers. Protect against physical damage. Isolate from incompatible substances. Do not store near acids, heat, oxidizable materials or organics.

Store in a receptacle equipped with a vent. Transfer only to approved containers having correct labeling. Containers that have been opened should be carefully resealed and kept upright to prevent leakage. Do not take internally. Keep locked up and out of reach of children.

7.3 Specific end uses

Apart from the uses mentioned in section 1.2, no other specific uses are stipulated.

SECTION VIII - EXPOSURE CONTROLS AND PERSONNEL PROTECTION

8.1 Control parameters

Components	CAS Number	OSHA	ACGIH	AIHA (WEEL)
Sodium Hypochlorite	7681-52-9	2 mg/m³ TWA; skin	0.5 ppm as CL_2 TWA; 1 ppm as CL_2 STEL, A4	2 mg/m³ STEL
Sodium Hydroxide	1310-73-2	2 mg/m³ TWA	2 mg/m³ Ceiling	

8.2 Exposure controls

Engineering Measures: Technical measures and appropriate working operations should be given priority over the use of personal protective equipment. Use adequate ventilation. Local exhaust is preferable. See section 7.1.

Individual protection measures: Wear protective clothing to prevent repeated or prolonged contact with product. Protective clothing needs to be selected specifically for the workplace, depending on concentrations and quantities of hazardous substances handled. The chemical resistance of the protective equipment should be enquired at the representative supplier.

Hygiene measures: Facilities storing or using this material should be equipped with an eyewash station and safety shower. Change contaminated clothing. Preventive skin protection is recommended. Wash hands thoroughly after use, before eating, drinking or using the lavatory and at the end of the workday.

Eye/face protection: Wear tightly fitting protective goggles and a face shield (8-inch minimum). Refer to 29 CFR 1910.133, ANSI Z87.1 or European Standard EN 166.

Hand Protection: Wear gloves recommended by glove supplier for protection against materials in section 3. Gloves must be inspected prior to use. Gloves should be impermeable to chemicals and oil. Breakthrough time of selected gloves must be greater than the intended use period. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product.

Other protective equipment: Wear impervious, protective chemical resistant clothing including boots, gloves, lab coat, apron or coveralls as appropriate to the situation to prevent skin contact.

Respiratory Protection: Always use an approved respirator when vapor/aerosols are generated. Where risk assessment shows air-purifying respirators are appropriate use a full-faced respirator with multi-purpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Environmental exposure controls: Do not empty into drains.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Clear, greenish yellow colored liquid
Odor	Pungent, chlorine-like
Odor Threshold	No data available
Molecular Weight	74.44 (sodium hypochlorite)
Chemical Formula	NaOCl (sodium hypochlorite)
pH	11 – 13
Freezing Point	-13.9° C (7° F)
Initial Boiling Point	100° C (212° F) – lowest known value
Evaporation Rate	<1 (BuAc = 1)
Flammability (solid, gas)	No data available
Flash Point	No data available
Autoignition Temperature	No data available
Decomposition Temperature	110° C (230° F)
Lower Explosive Limit (LEL)	No data available
Upper Explosive Limit (UEL)	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Relative Density	1.15 – 1.17 g/ml (9.597 – 9.764 lb/gal) @ 60 ° F
Viscosity	No data available
Solubility in Water	Complete
Partition Coefficient: n-octanol/water	No data available
Volatiles by Volume @ 70° F	No data available; decomposes leaving salt solution

9.2 Other data - No data available

SECTION X - STABILITY AND REACTIVITY

10.1 Reactivity

Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition.

10.2 Chemical stability

Stable under recommended storage conditions. Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition. Sodium hypochlorite becomes less toxic with age.

10.3 Possibility of hazardous reactions

Avoid excessive heat and sources of ignition. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc and alloys of these metals. Avoid contact with acids, halogenated organics, organic nitro compounds and glycols. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia) or cleaners containing ammonia compounds. Violent reactions may occur with some organic compounds. Sodium hypochlorite reacts readily with various reducing sugars (e.g. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide.

Precautions should be taken including atmospheric monitoring of the tank to ensure safety of personnel. Hazardous polymerization will not occur.

10.4 Conditions to avoid

Light, heat, air and contact with incompatible materials (see section 10.5).

10.5 Incompatible materials

Ammonia, amines, ammonium salts, aziridine, methanol, phenyl acetonitrile, cellulose, ethyleneimine, organic materials, oxidizable metals/powdered metals, acids, soaps and bisulfates. Forms shock-sensitive mixtures with certain other materials.

10.6 Hazardous decomposition products

Thermal decomposition products include chlorine gas, hydrogen chloride gas, hydrochloric acid, sodium oxide. Decomposition rate increases with temperature.

SECTION XI - TOXILOGICAL INFORMATION

11.1 Information on toxicological effects

Acute Oral Toxicity (Sodium Hypochlorite)

TDLo - 1gm/ kg oral (woman)
TDLo - 45mg/kg intravenous (man)
LD_{50} - 5,800 mg/kg (mouse)
LD_{50} - 140 mg/kg - 9 week(s) continuous oral (rat)

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m3 causes burning of the nose and throat; 40-60 mg/m3 may be fatal. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

Acute dermal toxicity

Extent of damage depends on concentration, pH, and volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

Skin irritation

Skin irritation - 24 h (Rabbit)

Eye irritation

Rabbit, Adult – 10 mg, moderate irritation

May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

Sensitization

May cause allergic skin reaction

Genotoxicity in vitro

No data available

Mutagenicity

Mutation in micro organisms – Salmonella typhimurium 1mg / plate (-S9)
DNA repair – Escherichiacoli 20 µg/ disc;
DNA damage – Esoherichiacoli 420 µmol/L;
Phage inhibition capacity – Esoherichiacoli 103 µg/ well
Micronucleus test - non-mammalian species multiple 200 ppb
Cytogenetic analysis - non-mammalian species multiple 120 µg/ L

Cytogenetic analysis – human lymphocyte 100 ppm 24hour(s)
Sister chromatid exchange – human embryo 149 mg/ L
Cytogenetic analysis – hamster lung 100 mg/ L

Aspiration hazard
No test data available. Risk of serious damage to lungs by aspiration.

Specific organ toxicity - single exposure
No data available

Specific organ toxicity - repeated exposure
May cause allergic skin reactions, dermatitis (allergic and contact) and asthma or bronchitis. Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

Additional information
RTECS: Not available

11.2 Further information

Ingestion: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

Further data: Handle in accordance with good industrial hygiene and safety practice.

Chronic Effects
Persons with impaired respiratory function may be more susceptible to the effects of this substance.

Sodium Hypochlorite (hypochlorite salts) is listed by IARC as a Group 3 Carcinogen – Not classifiable as to its carcinogenicity to humans. Sodium Hydroxide is not listed by IARC. None of the components of this product are listed as carcinogens by ACGIH, IARC, NTP or OSHA. No data is available regarding its mutagenicity and/or teratogenicity of this material, nor is there any available data that indicates it causes adverse developmental and/or fertility effects.

SECTION XII - ECOLOGICAL INFORMATION

12.1 Toxicity Aquatic Ecotoxicity:

This product is very toxic to aquatic organisms.

Aquatic Ecotoxicity:

Acute and prolonged toxicity to fish:	LC_{50} – Pimephales promelas (Fathead minnow) 96 h: 0.22 – 0.62 mg/L LC_{50} – Oncorhynchus clarki (Cutthroat trout) 96 h: 0.94 µg/L (mortality)
Acute toxicity to aquatic invertebrates:	EC_{50} – Daphnia magna (Water flea), 96 h: 2.1 mg/L LC_{50} – Protozoan phylum (Protozoa), 7 h: 31.6 µg/L
Acute toxicity to aquatic plants:	LC_{50} – Algae, phytoplankton, algai mat (Algae), 96 h: 90 µg/L (mortality) EC_{50} – Desmodesmus subspicatus (Green algae), 24 h: 28 mg/L
Acute phytotoxicity, aquatic plants:	Biomass reduction – Potamogeton crispus (Curled pond weed), 35h: 23 µg/L
Acute toxicity, miscellaneous aquatic:	Chlorophyll Threshold, Aquatic community, 28 d: 2.1 µg/L

12.2 Persistence and degradability

Biodegradability
The methods for determining the biological degradability are not applicable to inorganic substances.

12.3 Bioaccumulation potential

Partition coefficient, n-octanol in water: Data not available
Bioaccumulation is not expected

12.4 Mobility in soil

Product is mobile in water.

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment is not available as chemical safety assessment was not conducted.

12.6 Other adverse effects

Additional ecological information

This material is a very toxic to aquatic life. Do not allow material to run into surface waters, wastewater or soil.

SECTION XIII - DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The generation of waste should be avoided or minimized whenever possible. This material is subject to disposal regulations under U.S. EPA 40 CFR Parts 261 and 262. Container should be disposed of in a safe way as empty containers may contain product residue. Leave chemicals in original containers. No mixing with other waste. Handle unclean containers like the product itself. Incinerate in an approved facility. Do not incinerate closed container. Dispose of in accordance with the Directive 2008/98/EC as well as other national, federal, state/provincial and local laws and regulations.

No waste code according to the European Waste Catalogue can be assigned for this product, as the intended use dictates the assignment. The waste code is established in consultation with the regional waste disposer.

SECTION XIV - TRANSPORT INFORMATION

US DOT (Domestic Ground Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
Packing Group:	III
NAERG:	Guide #157
Packaging Authorizations:	Non-Bulk: 49 CFR 172.203; Bulk: 49 CFR 172.241
Packaging Exceptions:	49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
UN/NA#:	UN1791
Packing Group:	III
Marine Pollutant:	NO
EMS Number:	F-A, S-B

ICAO/IATA (Air Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
UN/NA#:	UN1791
Packing Group:	III
Quantity Limitations:	49 CFR 175.75 - Cargo Aircraft Only: 60L Passenger Aircraft: 5L

RID/ADR (Rail Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
UN/NA#:	UN1791
Packing Group:	III

Marine Pollutant: No
Signal Word: DANGER
Hazard Symbols: GHS05, GHS09 (GHS); C, N (EEC)



SECTION XV - REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for substance or mixture

U. S. Federal Regulations

OSHA Hazard Communication Standard: This material contains "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200). CORROSIVE

OSHA PSM: Not regulated under OSHA Process Safety Management Standard (PSM) 29 CFR 1910.119

EPA RMP: Not regulated under EPA Risk Management Standard (RMP) 40 CFR Part 68

EPA FIFRA: This product is a registered Pesticide under the Federal insecticide, Fungicide and Rodenticide Act (FIFRA) 40 CFR Part 150

TSCA Status: All components of this product are listed on the Toxic Substance Control Act (TSCA) Inventory. This product not subject to TSCA 12(b) Export Notification.

Superfund Amendments and Reauthorization Act (SARA)

SARA Section 311/312 Hazard Categories: This product is subject to the reporting requirements of Section 311/312 of the Emergency Planning and Community Right-to Know Act of 1986.

Acute: Yes **Chronic:** No **Fire:** No **Reactive:** No

SARA 313 Information: None of the chemicals in this product exceed the threshold (de minimis) reporting levels established by Section 313 of the Emergency Planning and Community Right-to Know Act of 1986.

SARA 302/304 Extremely Hazardous Substance: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

SARA 302/304 Emergency Planning & Notification: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

Comprehensive Response Compensation and Liability Act (CERCLA): This product contains the following CERCLA reportable substances:

Sodium Hypochlorite (CAS # 7681-52-9), RQ – 45.36 kg (100 lbs)

Sodium Hydroxide (CAS # 1310-73-2), RQ – 453.59 kg (1,000 lbs)

**Special Note: The Reportable Quantity (RQ) of Ultra-CHLOR Solution is approximately 100 gallons*

Clean Air Act (CAA)

This product does not contain any chemicals that are listed as Hazardous Air Pollutants (HAPs) designated in CAA Section 112 (b).

This product does not contain any Class 1 Ozone depletors.

This product does not contain any Class 2 Ozone depletors.

Clean Water Act (CWA)

Sodium hypochlorite, sodium hydroxide and hypochlorite solutions are listed as Hazardous Substances under the CWA.

None of the chemicals in this product are listed as Priority Pollutants under the CWA.

None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

U.S. State Regulations

California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains no chemical(s) known to the state of California to cause cancer or other reproductive harm.

Other U.S. State Inventories:

Sodium hypochlorite (CAS #7681-52-9) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, MA, MN, NY, NJ, PA.

Sodium hydroxide (CAS #1310-73-2) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, ID, MA, MN, NY, NJ, PA, WA, WI .

Canada

WHMIS Hazard Symbol and Classification:



Class E – Corrosive material – Corrosive to skin

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the MSDS contains all the information required by the Controlled Products Regulations.

Canadian Ingredient Disclosure List (IDL): Sodium hypochlorite and sodium hydroxide are listed on the IDL.

Canadian National Pollutant Release Inventory (NPRI): None of the ingredients in this product are listed on the NPRI.

European Economic Community

WGK, Germany (Water danger/protection): 2

Chemical Inventory Lists

Country	Inventory Name	Inventory Listing*
United States	Toxic Substance Control Act (TSCA)	Yes
Canada	Domestic Substance List (DSL).	Yes
Canada	Non-Domestic Substance List (NDSL)	Yes
Europe	Inventory of New and Existing Chemicals (EINECS)	Yes
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
New Zealand	New Zealand Inventory of Chemicals (NZIoC)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
Philippines	Philippines Inventory of Chemicals and Chemical Substances (PICCS)	Yes

*"Yes" indicates that all components of this product are in compliance with the inventory requirements administered by the governing country.
*"No" indicates that one or more components of this product are not on the inventory and are not exempt from listing.

SECTION XVI - OTHER INFORMATION

Hazardous Material Information System (HMIS)

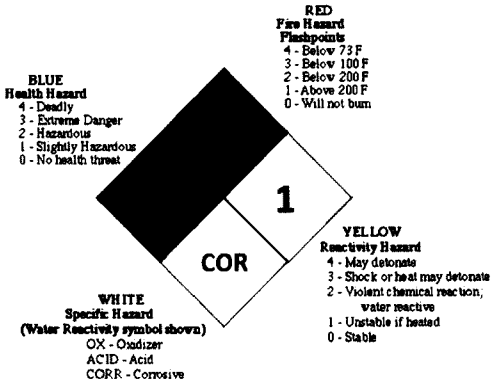
HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
PERSONAL PROTECTION	H

HMIS / NFPA Hazard Rating Legend

* = Chronic Health Hazard	2 = MODERATE
0 = INSIGNIFICANT	3 = HIGH
1 = SLIGHT	4 = EXTREME

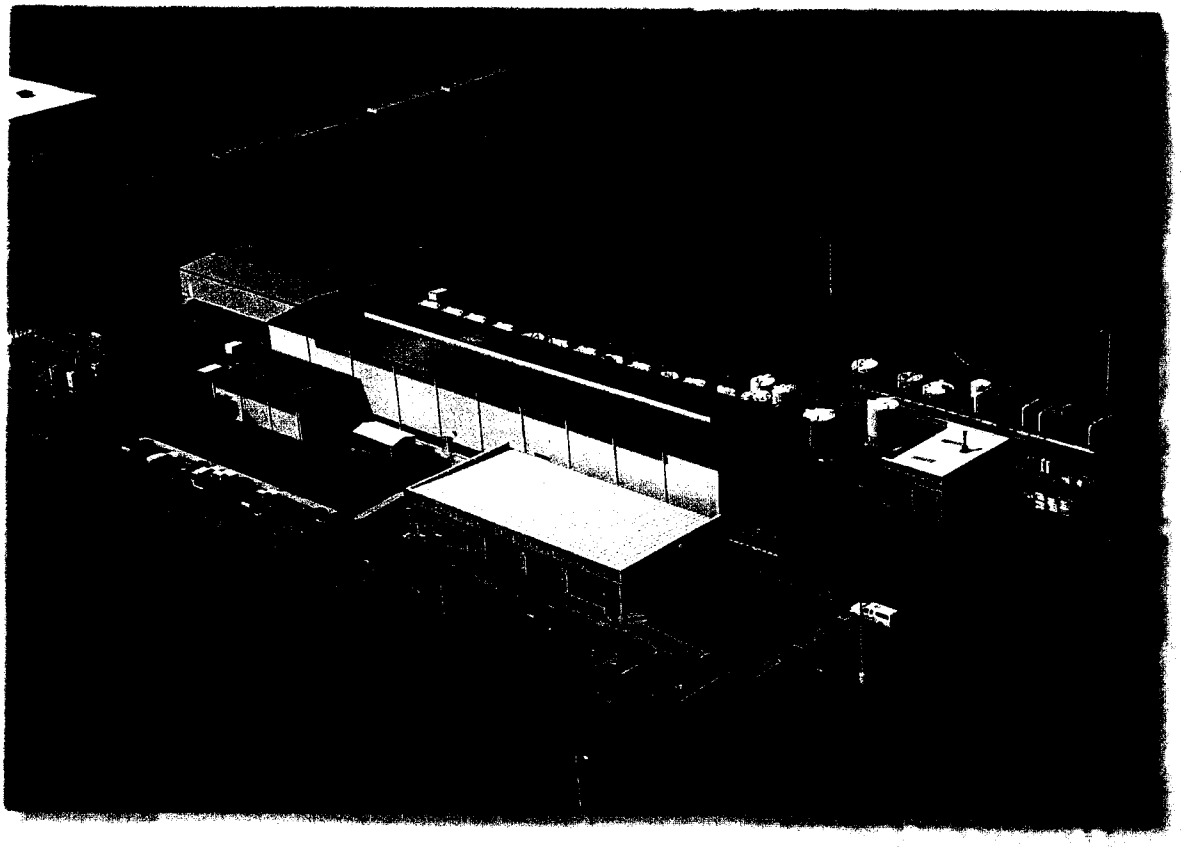


National Fire Protection Association (NFPA)



For additional information, contact our technical service department.

Information contained in this MSDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.



www.odysseymanufacturing.com

ODYSSEY

ULTRA CHLOR™

SODIUM HYPOCHLORITE THE CLEAR SOLUTION

TOTAL DISINFECTION SOLUTIONS

- High Purity 12.5% Sodium Hypochlorite manufacturer
- Licensed Contractor and Chemical System Designer
- Reliable and Trust-Worthy Chemical Systems Integrator with over 1,000 Florida Installations
- Chemical Systems O&M Service Provider
- Florida Distributor for Process Solutions Inc. MicrOclor On-Site Hypochlorite Generation (OSHG) System

ULTRA CHLOR™

SODIUM HYPOCHLORITE **THE CLEAR SOLUTION**



ULTRA **CHLOR**™ sodium hypochlorite is an ultra-pure solution engineered by Odyssey Manufacturing Company. The Odyssey process is unique. Only a few bleach producers use chlor-alkali technology for the internal production of chlorine and caustic soda from electricity and evaporative salt. Odyssey ULTRA **CHLOR**™ is the only sodium hypochlorite product made from mixing pure chlorine and membrane grade caustic using deionized water in a continuous process machine developed by Powell Fabrication. The level of purity in ULTRA **CHLOR**™ is unprecedented in a hypochlorite product.

Exceptional Quality

- **Levels of heavy metal contaminants are below detectable levels.**
- **Settling of suspended solids is eliminated in storage tanks, pumps, piping and instruments.**
- **Shelf life is greatly improved. All customers will realize savings because fewer gallons are required. Automatic feeder settings rarely need adjustment.**
- **Oxygen generation is virtually eliminated along with associated problems that oxygen can cause in bottling operations or piping systems.**
- **Sodium Chlorate, Perchlorate and Bromate levels are far below current drinking water standards.**

ULTRA **CHLOR**™ purity is unmatched in the industry. Iron, nickel, cobalt and other heavy metal ions that catalyze bleach decomposition have been removed. Continuous process bleach like ULTRA **CHLOR**™ has significantly lower initial levels of sodium chlorate and perchlorate and better overall quality control with regard to product strength and excess caustic levels.

Our Guarantee

ULTRA **CHLOR**™ sodium hypochlorite manufactured at 12.5 trade percent available chlorine (11.3 percent by weight sodium hypochlorite) will retain effectiveness far longer than competitive solutions. If ULTRA **CHLOR**™ does not result in the same or lower overall usage versus any 12.5 percent competitive product under the same storage conditions for the same length of time, Odyssey will make up the difference free of charge.

ULTRA **CHLOR**™ Ultra chlor sodium hypochlorite is so pure that if at any time any customer has any type of sludge or impurity in the bottom of their tanks we shall clean it out at no charge within seven (7) days. Odyssey will then refill those tanks at no charge to the customer.

Product Specifications

Better engineering makes ULTRA **CHLOR**™ a better 12.5% Hypochlorite product. Odyssey monitors the concentration, akalinity, and clarity of every shipment. The levels of iron, nickel, copper and other heavy metals that promote decomposition are low, sometimes below detectable level. Clarity is measured with the **Standard 3-Minute Vaccum Filter Test** convention. Sodium Hypochlorite takes 10 minutes-1 hour to filter. ULTRA **CHLOR**™ and water each take about one minute. ULTRA **CHLOR**™ is approved by the E.P.A. and NSF Standard 60 for use in drinking water. A complete set of specifications is available at our website.



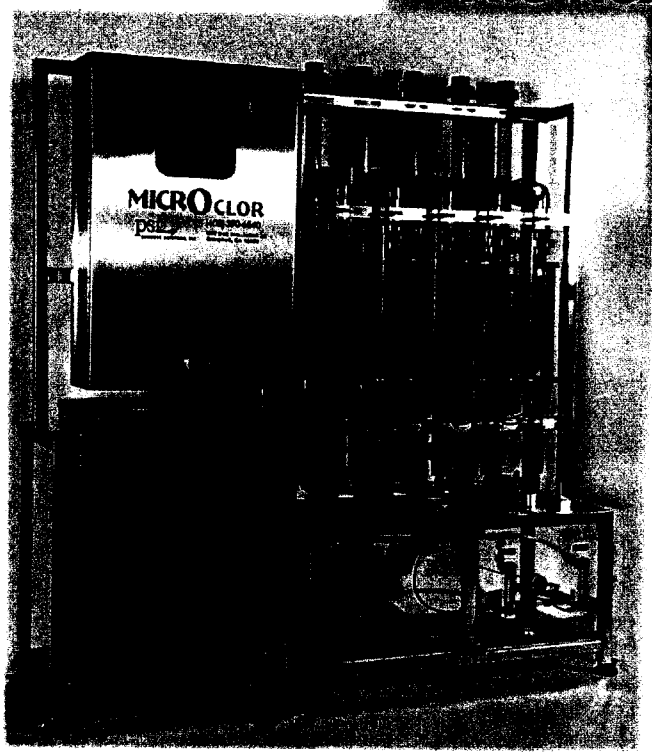
Optimum Concentration

ULTRA **CHLOR**™ is manufactured according to American Water Works Association B300-04 Standard for Hypochlorites at 12.5 trade percent available chlorine. There are other hypochlorite concentrations listed in the B-300 standard, but 12.5 percent delivers the best economy and performance for the Florida market. Sodium hypochlorite degrades with age. Certain formula variables and conditions during storage and manufacturing determine the stability of a hypochlorite product. The Odyssey process maximizes shelf life for all of the variables under our control. Florida storage temperatures are simply not compatible with the higher B-300 hypochlorite concentrations. The chlorate and oxygen formed in the decomposition reaction can actually be of greater concern than the money wasted buying a high concentration product and having it go bad. 12.5% ULTRA **CHLOR**™ has greater than a thirty-day shelf life under most storage conditions.

MICROCLOR

psi process solutions, inc.

Onsite Hypochlorite Generator
The Next Generation



- 3rd Generation State-of-the-Art Technology by the pioneers of OSHG Industry
- Safe .8% Hypochlorite solution
- New vertical cell design significantly improves operations, reduces maintenance and is a major safety improvement over traditional horizontal tubular designs.
- Next Generation Features:
  - *-Better passive hydrogen removal*
  - *-Uses brine conductivity control to achieve constant current in cell*
  - *-Full wave DC rectification in lieu of SCR technology resulting in better electrical efficiency, reduced heat build-up and less maintenance and down-time*
  - *-No cell electrode penetrations*
  - *-High velocity electrolyte flow*
  - *-No internal cell baffles or gaskets*
- Capacities: 20–20,000 pounds per day of free available chlorine
- Warranty: 3-years on system; 7-years pro-rated on entire electrolytic cell

Sales, Installation and Service by Odyssey Manufacturing

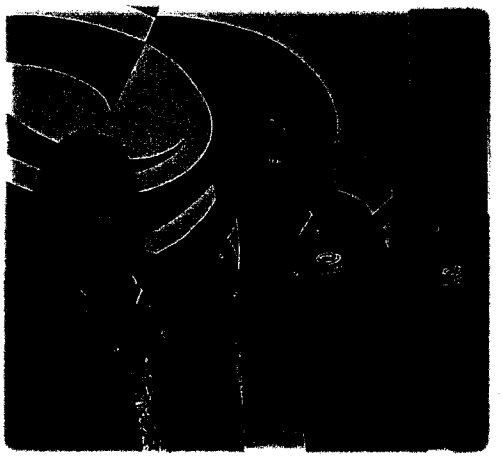
www.4psi.net





Missouri American Water South SWTP – 40 MGD
MicrOclor MC-1200 X 3 3,600 Pounds Per Day FAC

ODYSSEY
MANUFACTURING CO.
1484 MASSARO BLVD
TAMPA, FL 33619



Odyssey Manufacturing Company

was created specifically to provide water and wastewater plants with a high quality, reasonably priced alternate to chlorine gas. After two years of design and construction, Odyssey started up in early 2000 with one of the smoothest startups on record in the chlor-alkali industry. The plant continues to run at or above design capacity and can easily be expanded to meet additional demand. As part of its customer support, Odyssey began installing sodium hypochlorite bulk storage tanks and this business has evolved into Odyssey becoming the leading chemical systems integrator in the Florida marketplace with over 1,000 installations to date. Additionally, Odyssey has an extensive in-house service team to provide O&M services including parts for chemical systems. In 2008, Odyssey further refined itself into a "total disinfection solutions" provider by furnishing the Process Solutions MicrOclor on-site hypochlorite generation (OSHG) systems to the Florida marketplace.

ULTRA CHLOR™ Sodium Hypochlorite is a registered trademark of Odyssey Manufacturing. Our purity, and consistency, safety and ease-of-use all translate into value for the Sodium Hypochlorite consumer. Odyssey is a technical company and our engineers are always ready to answer questions from potential customers. We would welcome the opportunity to schedule a plant tour at our Tampa manufacturing facility or to provide further information on 12% OSHG systems and our "delivered" ULTRA CHLOR™ sodium hypochlorite product or our .8% MicrOclor On-Site Sodium Hypochlorite Generation (OSHG) systems.

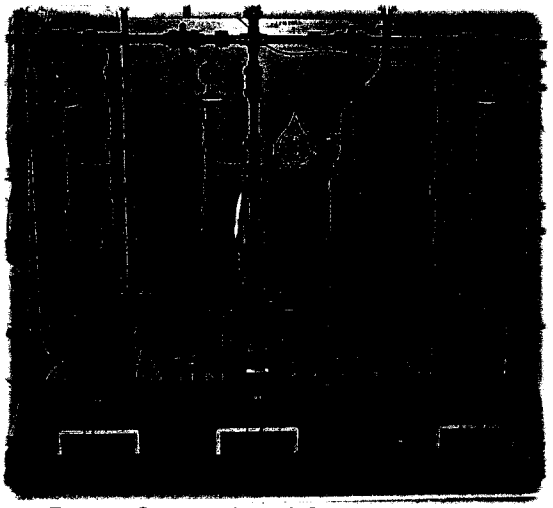
For deliveries of ULTRA CHLOR™ to water and wastewater facilities in totes, drums or small tanks call The Dumont Company, Inc.

The Dumont Company

DUMONT

1-800-330-1369 or www.dumontchemicals.com.

***For more information call:* 1-800-ODYSSEY**
or 813-635-0339
or visit us on the web at ***www.odysseymanufacturing.com***

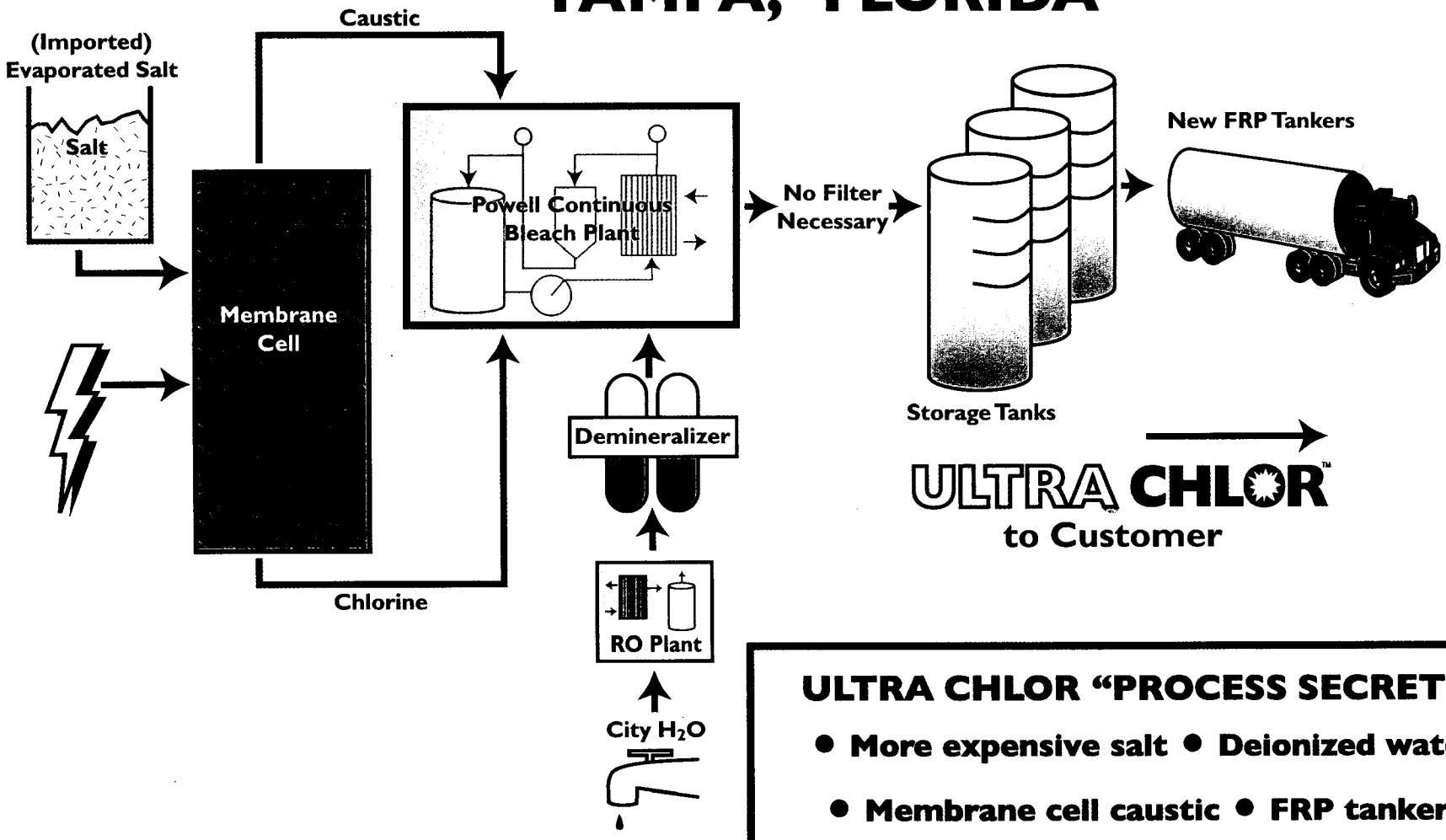


Pasco County Land O Lakes WWTP
Chemical Feed System



Missouri American Water Meramec SWTP
48 MGD MicrOclor MC-1850 X 3
5,550 Pounds Per Day FAC

ODYSSEY PROCESS
TAMPA, FLORIDA



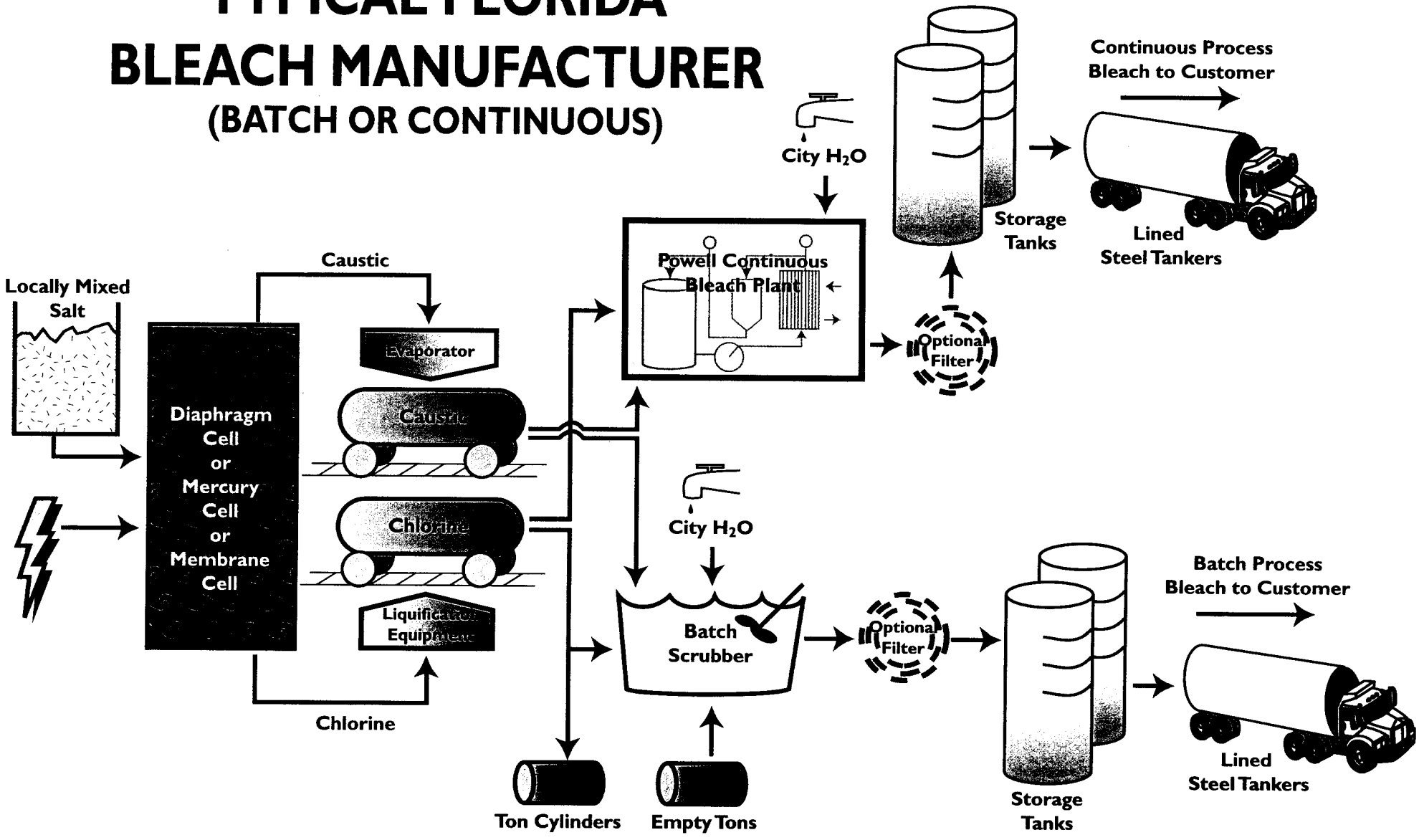
ULTRA CHLOR "PROCESS SECRETS"

- More expensive salt
- Deionized water
- Membrane cell caustic
- FRP tankers

"BENEFITS TO THE CUSTOMER"

- Cleaner, purer bleach
- Longer shelf life
- Trouble-free operation
- Fast, reliable service
- Compliance with pending bromate regulations
- Better economics with stable long term pricing

TYPICAL FLORIDA BLEACH MANUFACTURER
(BATCH OR CONTINUOUS)



Metals/Bromides from Salt	Mercury	Iron, Nickel residual evaporator, rail cars	Rail delays	Iron from empty tons	High Chlorate from scrubber	Recontamination from bad trailer liners

https://www.campusship.ups.com/cship/create?ActionOriginPair=de

PATRI MEDINA
3058882623 0148
ALLIED UNIVERSAL CORPORATION
3901 NW 115 AVE
MIAMI FL 33178

1 LBS

1 OF 1

SHIP TO:
OFFICE OF PURCHASING MANAGER
CITY OF COCOA
65 STONE ST
COCOA CITY HALL
COCOA FL 32922-7982

FL 329 0-01

SUBMIT BID TO:		
CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor **PH: 321-433-8833**		**INVITATION TO BID** **Bidder Acknowledgement** *FORM NO. 00019*

BUYER:	TELEPHONE #:	FAX #:
SONJA HAMILTON-SUAREZ	**321-433-8833**	**321-433-8860**

MAILING DATE:	BID TITLE:	*BID NUMBER:*
Monday, July 11, 2016	**Water & Wastewater Treatment Chemicals**	**B-16-19-COC**

BID SUBMITTAL DATE AND TIME:	BID OPENING TIME AND LOCATION:	BIDS RECEIVED AFTER SUBMITTAL DATE AND TIME WILL NOT BE ACCEPTED
Thursday, August 11, 2016 @ 2:30 p.m.	**3:00 p.m. Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor**	

PRE BID DATE, TIME AND LOCATION (IF APPLICABLE):	TIME:	DATE:
	NA	**NA**

BIDDER NAME: **Allied Universal Corporation**		
MAILING ADDRESS: **3901 NW 115 Avenue**		
CITY-STATE-ZIP: **Miami, FL 33178**		
EMAIL ADDRESS: **CristyM@Allieduniversal.com** **Bids@Allieduniversal.com**	TELEPHONE NO: **305-888-2623** FAX NO: **786-522-0215**	
AUTHORIZED SIGNATURE (MANUAL):		TITLE: **Bid Coordinator**
TYPED/PRINTED NAME: **Cristhianne Munguia**		DATE: **August 4, 2016**

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):	Method bidder was informed of bid (check appropriate box):
□ Not enough bid response time □ Specification unclear □ Our company does not handle this item/service □ Our company does not submit bids to Municipalities □ Other: (please explain)	□ Received invitation by direct mail □ Viewed bid posting on Internet home page □ Read legal ad in newspaper ☒ Viewed through bid reporting service □ Other: (please explain)

1. SUBMISSION OF BIDS: All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the Purchasing Department after the specified date and time will not be accepted.

2. EXECUTION OF BID/PROPOSAL: Bid/proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bids/proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid must be initialed. The company name and F.E.I.D. Number shall appear in space(s) provided.

3. BID OPENING: Bid/proposal opening shall be public on the date and time specified. Bids/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

4. BID TABULATION: Any bidder wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left hand corner bid/proposal tabulation response.

5. CLARIFICATION/CORRECTION OF BID ENTRY: The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.

6. INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the designated buyer. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bidders by August 4, 2016. No interpretation shall be considered binding unless provided in writing by the designated buyer of the City of Cocoa.

7. PRICING: Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Cocoa to secure area or inside delivery.

8. ADDITIONAL TERMS & CONDITIONS: The City of Cocoa reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original specifications.

9. TAXES: The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.

10. DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid evaluation purposes.

11. MEETS SPECIFICATIONS: All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

12. BRAND NAMES: If items called by this initiation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.

    Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

    If the bidder proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bids/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the bidder. The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To insure that sufficient information is available the bidder shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the bidder proposes to furnish and what the City of Cocoa would be biding itself to purchase by making an award.

13. SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

14. ASSIGNMENT: Any purchase order issued pursuant to this bid/proposal and the monies which many become due hereunder are not assignable except with prior written approval of the City Manager.

15. LIABILITY: The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

16. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. TRANING: Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal.

18. ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered no conforming to specifications may be rejected and returned at vendor's expense. Those items and items not delivered as per delivery date in bid/proposal and /or purchase order may be purchased on the open marker. Any increase in cost may be charged against the vendor. Any violation of the stipulations may also result in the vendor's name being removed from the bidders list.

19. SAFETY WARRANTY: The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

20. WARRANTY: The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal.

21. AWARDS: As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city wide bases with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable ordinances of the City of Cocoa.

22. DEFINITIONS:
    BIDDER: The term BIDDER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.

    VENDOR: The term VENDOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY.

Return This Form with Required Bid Submittal Documents

ORIGINAL

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

July 12, 2016

ADDENDUM # 1

To the Bidding/Contract Documents and Specifications:

BID # B-16-19-COC

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the Water & Wastewater Treatment Chemicals project, as fully and completely as if the same were fully set forth therein.

1. Soda Ash and Liquid Chlorine were added to this solicitation in error and are not being considered for this project. Please strike all reference to Soda Ash and Liquid Chlorine from the bid package documents. Any bids received for soda ash or liquid chlorine will be invalid. A bid for soda ash and/or liquid chlorine and other chemicals requested as part of this bid will still be considered valid, and the soda ash and/or liquid chlorine bid will be disregarded.

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or ssuarez@cocoafl.org.

S. D. Hamilton-Suarez
Purchasing & Contracts Manager

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

August 5, 2016

ADDENDUM #2

To the Bidding/Contract Documents and Specifications:

BID # B-16-19-COC

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the Water & Wastewater Treatment Chemicals project, as fully and completely as if the same were fully set forth therein.

1. Within this addendum are questions and answers submitted between 7/11/16 and 8/4/16

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or ssuarez@cocoafl.org.

Sonja Hamilton-Suarez
Purchasing & Contracts Manager

Q&A:

1. Our current insurance policy is a "fronted" policy with a "named peril time element" built into the GL. Will that satisfy the City's environmental insurance requirement?

A. The City Attorney and Finance Director find the City's policy for Environmental Insurance shall be complied with, word for word, when a notice to proceed/PO is issued.

2. Would a $1,000 deductible for our GL policy be ok, since our company will be assuming the risk and not the City?

A. The City Attorney decided against allowing for an exception to the City's policy.

Note Please see pages 55-57 of the invitation to bid documents for insurance requirements.

---

1. Does the City in fact want the bleach [sodium hypochlorite] strength not less than 120 grams but not to exceed 125 grams per liter as it shows on page 40 of 75 section 5.0

Usually bids set minimums but not maximums, since if the supplier provides a stronger product it would save money to the purchaser.

A. That is correct. The spec is written for several reasons:

1. The 120 grams of available chlorine equates to 1 pound/gallon available chlorine. This is important for dosing since we set up our feed equipment to feed in lbs. per day. This allows us to use gallons/ lbs.

2. We need the same oxidizing power.

3. Regulations for maximum contaminant levels or MCLs per the FDEP.

4. And finally when the ratios of constituents changes in the sodium hypochlorite, more chlorate is formed during decomposition. When the bleach is greater than the 125 g, chlorate forms much quicker and we don't want chlorate in our drinking water.

END

Project Manual
For The
City of Cocoa

Water & Wastewater Treatment Chemicals Project

City of Cocoa, Florida

BID NO. B-16-19-COC

August, 2016

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Bid #B-16-19-COC

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00100	Instructions to Bidders
00110	Local Vendor Preference Affidavit
00296	Scrutinized Company Certification
00297	Certification Regarding Debarment and Suspension
00298	Bidder's Certification
00299	Check List
00300	Bid Form/Schedule of Unit Pricing
00310A-H	Specifications
00311	Exceptions to Specifications/Clarifications
00312	References
00320	Statement of Bidder's Qualifications
00480	Non-Collusion Affidavit of Bidder
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00490	Conflict of Interest Statement
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00700	General Conditions
00706	No Bid Response

SECTION 00001

THE BREVARD COUNTY PUBLIC ENTITY PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative (BCPEPC).

Local Governmental entities within the Brevard County area, currently consisting of 8-members, have entered into an Inter-local Agreement to create a Cooperative Purchasing group within our geographical area. The Brevard County Public Purchasing Cooperative was formed in an effort to develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products and lower administrative costs.

The government entities participating in this particular procurement and their respective delivery locations are listed in the attached document.

Brevard County Public Entity Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead entity". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating entities referenced in this award must be brought to the attention of the lead entity.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective entity requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead entity of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Entity a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- **Municipalities and other governmental entities which are not members of the Brevard County Public Entity Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this solicitation award.** However, other Brevard County Public Entity Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead entity. New Brevard County Public Entity Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead entity.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

CITY OF COCOA
INVITATION TO BID

Sealed bids will be received at the office of the Purchasing Manager of the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **2:30 pm**, Thursday, August 11, 2016 and will be publicly opened and read aloud at 3:00 pm that same day, at Cocoa City Hall, in the Purchasing Division office, third floor, for the following:

WATER & WASTEWATER TREATMENT CHEMICALS

BID # B-16-19-COC

DOCUMENTS AVAILABLE ON DemandStar July 11, 2016

The work to be bid consists of furnishing all labor, transportation, services, and incidentals; and performing all work specified in the bid documents. All work performed shall be in accordance with the specifications and contract documents pertaining thereto, which may be examined at the office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida. Copies of all documents, including blank bid form, may be obtained from DemandStar by visiting their web site at http://www.DemandStar.com, or by phone at 1 (800) 711-1712. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org.

A **Pre-Bid Conference** will NOT be held.

The City reserves the right to reject any or all bids, with or without a cause; to waive technical errors and informalities; and to accept the bid, which in its judgment, best serves the City.

One or more of the City Council members may be present at the bid opening.

"PUBLISH IN THE FLORIDA TODAY NEWSPAPER ON"
JULY 14, 2016 and JULY 21, 2016

Section 00100
INSTRUCTIONS TO BIDDERS
BID NO. B-16-19-COC

1. SUBMISSION OF PROPOSALS – Sealed bids shall be received at the time and place designated herein and then publicly opened and read aloud, for furnishing all materials transportation, labor, and equipment, and performing all operations required for the completion of the Work herein specified and as shown on the Contract Documents.

2. DELIVERY OF PROPOSALS – The clock located in the Cocoa City Hall lobby, at the reception desk, shall be the official time for submitting any bid documents. A Bid, whether mailed or delivered in person, shall be submitted in a sealed envelope, bearing on the outside the name of the Bidder and their address, and clearly marked **BID# B-16-19-COC Dyal WTP Maintenance Building Enclosure will be received until 2:30 p.m., Thursday August 11, 2016** and addressed to "Purchasing Manager, Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922". Bids will be opened at 3:00 p.m. on the same day at Cocoa City Hall, third floor, Conference Room. Potential bidders may obtain one (1) set of Bidding Documents from DemandStar by Onvia at www.demandstar.com or by calling 1-800-711-1712.

3. SUBMITTAL REQUIREMENTS – Bidders shall submit their proposal in **DUPLICATE** one (1) original and one (1) copy of the forms, furnished herewith. The blank spaces shall be filled in correctly for each item for which a Bid is tendered. The Bidder shall state the price, typewritten or written in ink. Each bid submitted shall include all Sections listed in section 00299-Check list for sealed bids (in order).

   Pursuant to the requirements of Section 287.133, Florida Statues, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, a statement is no longer required as part of the bid submittal; however, bidders are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.

   Potential vendors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, Drug-Free Workplace.

4. ADDITIONAL INFORMATION – In case a Bidder finds a document discrepancy or omission, or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922 (Phone: (321) 433-8833). Written instructions, in the form of an addendum, will then be issued to all Bidders that have received a Bid Package. Should you have any technical questions please contact David Fisher at (321) 635-7773 or email at dfisher@cocoafl.org Questions concerning Section 00310-G Sodium Hypochlorite should be directed to DON STEVENS, Superintendent, Sellers Water Reclamation facility at (321) 433-8744 or e-mail rstevens@cocoafl.org . Questions concerning bid quantities for BCPEPC agencies other than those of the City of Cocoa should be directed to Sonja Hamilton-Suarez, Purchasing Manager at (321) 433-8833 or e-mail ssuarez@cocoafl.org .
   The cut-off date for questions is **August 4, 2016**

5. RIGHT TO REJECT – The City reserves the right to accept or reject any or all Bids and may waive any informality in any proposal. Award of bid shall be made to the Bidder that best serves the interests of the City of Cocoa, Florida.

6. AMERICANS WITH DISABILITIES ACT:
Person(s) with disabilities needing a special accommodation to participate in this proceeding should contact the Office of the Purchasing Division, at 65 Stone St., Cocoa, Florida 32922, telephone (321) 433-8833, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

7. FLORIDA PROMPT PAYMENT ACT:
As defined in 218.73, Florida Statutes, for purposes of billing submission and payment procedures, a "Proper Invoice" by contractor, vendor or other invoicing party shall consist of at least all of the following:

a. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
b. The amount due, applicable discount(s), and the terms thereof;
c. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
d. The Purchase Order or Contract number as supplied by the City; and
e. An identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and /or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flown-down" requirements that those requirements have been complied with.

8. PERIOD OF OFFER VALIDITY:
Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

9. ALTERNATIVES/SUBSTITUTIONS or CLARIFICATIONS TO SPECIFICATIONS:
Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid use the enclosed Exceptions to Specification Form (# 00311) or use a separate sheet(s) of paper to include these exception as part of the bid. This section is also to use to clarify anything that pertains to this Bid Package.

10. BID TABULATION:
Bidders can download copies of the Bid Tabulation Sheet from DemandStar by Onvia at **www.DemandStar.com** under the documents section of the details menu for this bid.

11. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes and infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

12. TERMINATION FOR DEFAULT:
   (a) The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement by giving thirty (30) days written notice to the contractor.
   (b) The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
   (c) Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
   (d) Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

13. FAMILIARITY WITH THE WORK:
The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

14. RIGHT TO ACCEPT OR REJECT BIDS:
The right is hereby reserved to accept all or part of any or all bids, to waive irregularities, or to reject all or part of any or all bids, and to advertise for new bids, as the interest of the City many require.

15. CORRECTION OR WITHDRAWAL OF BIDS:
Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall

be permitted; provided, however, the Purchasing Manager shall have the authority to waive minor irregularities.

16. EVALUATION OF BID AWARD:
The City reserves the right to award the Agreement to the lowest responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered delivery terms, and service reputation of the bidder in determining the most advantageous bid.

17. AGREEMENT ALTERATIONS:
No alterations or variables in the terms of the Agreement shall be valid or binding unless made in writing and signed by the Purchasing Manager.

18. QUANTITIES:
The City reserves the right to increase or diminish any or all of the mentioned quantities of work/service or to omit any of them, as it may deem necessary. The items quantities listed in the bidding documents are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

19. TERMS:
(a) The unit prices/percentages specified herein will remain firm for the period of this Agreement. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to the City.

(b) This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

(d) All Invoices for purchases/services by the City shall be forwarded to the Accounts Payable Division, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

(e) The Contractor is to procure all permits, licenses, insurance(s), and certificates, or any such approvals of plan or specifications as may be required by federal, state and local laws, ordinances, rules, regulations, and City Purchasing Policies for the proper execution and completion of the services under this Agreement.

(f) No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Purchasing Manager or his designee.

(g) All disputes between the parties shall be resolved in accordance with the City of Cocoa Purchasing Polices.

21. LOCAL VENDOR PREFERENCE:
The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009, which is amended by Ordinance 14-2009, and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

AMENDED PROPOSAL/BID

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

SECTION 00110
LOCAL VENDOR PREFERENCE AFFIDAVIT
CITY OF COCOA
BID # B-16-19-COC

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

THIS REQUEST FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECIEPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

Copy of local business tax receipt submitted ___ Yes ___No (must be attached to receive preference)

Name of Business _____

BY:

_____
Signature

THIS PROGRAM APPLIES TO BREVARD COUNTY, FLORIDA VENDORS/CONTRACTORS ONLY.

DO NOT FILL OUT THIS FORM IF YOU DO NOT QUALIFY FOR THIS PROGRAM.

SECTION 00296
Scrutinized Company Certification
Solicitation No. B-16-19-COC
Water & Wastewater Treatment Chemicals

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

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

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

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)
Cristhianne Munguia
Bid Coordinator
(Printed Name and Title)

Allied Universal Corporation
(Name of Vendor)

STATE OF **Florida**, COUNTY OF **Dade**

The foregoing instrument was acknowledged before me this **4** day of **August**, 20**16**, by **Cristhianne Munguia** (name of person whose signature is being notarized) as **Bid Coordinator** (title) of **Allied Universal Corp.** (Name of Vendor), known to me to be the person described herein, or who produced **personally known** (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature) State of Florida at Large (Seal)

Andrea L Smith My commission expires: 4/28/19
(Print Name)

ANDREA L SMITH
MY COMMISSION # FF 203413
EXPIRES: April 28, 2019
Bonded Thru Notary Public Underwriters

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

Section 00297

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

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

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

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

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

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

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

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Allied Universal Corporation	**August 4, 2016**
Signature of Authorized Certifying Official:	Title: **Bid Coordinator**

Section 00298
BIDDER'S CERTIFICATION
BID NO. B-16-19-COC

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor" Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bids.

I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Allied Universal Corporation
Name of Business

BY: _____
Signature

Cristhianne Munguia

Bid Coordinator
Name & Title, Typed or Printed

3901 NW 115 Avenue
Mailing Address

Miami, FL 33178
City, State, Zip Code

305-888-2623
Area Code & Phone Number

786-522-0215
Area Code & Fax Number

Sworn to and subscribed before me

this 4 day of **August**, 2 16

_____
Signature of Notary

Notary Public, State of Florida

Personally Known ✓
- OR -
Produced Identification _____

Type: _____

ANDREA L SMITH
MY COMMISSION # FF 203413
EXPIRES: April 28, 2019
Bonded Thru Notary Public Underwriters

CHECK LIST
FOR SEALED BID
Bid #B-16-19-COC

Preparation of Bids:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bidder's risk.

2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

3. Each bidder shall furnish the information required on the Original City of Cocoa's bid forms and each accompanying sheet thereof, on which he/she makes an entry.

4. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.

5. Although the City generally awards bid based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

6. The official clock to be used for submitting any bid documents is located in the City of Cocoa, Purchasing Division's Lobby. Submittal time for this bid expires at 2:30 p.m. on the date stated in these documents.

Bid Check List

Bidders are cautioned to please check their bid very carefully, using the following Checklist:

Insert		Description
Yes ☒		Bid envelope prepared as specified
Yes ☒		It is the bidder's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response.
Yes ☒		Submitted in Duplicate as requested one (1) Original and (1) Copy
1.	Yes ☒	Section 00019 Bidder's Acknowledgement Form
2.	Yes N/A	Section 00110 Local Vendor Preference Affidavit
3.	Yes ☒	Section 00296 Scrutinized Company Certification
4.	Yes ☒	Section 00297 Certification Regarding Debarment & Suspension
5.	Yes ☒	Section 00298 Bidder's Certification
6.	Yes ☒	Section 00300 Bid Form/Schedule of Unit Pricing
7.	Yes ☒	Section 00311 Exceptions to Specifications
8.	Yes ☒	Section 00312 References
9.	Yes ☒	Section 00320 Statement of Bidders Qualifications
10.	Yes ☒	Section 00480 Non-Collusion Affidavit
11.	Yes ☒	Section 00485 Drug free workplace certification signed
12.	Yes ☒	Section 00490 Conflict of Interest Statement

SECTION 00300
BID FORM
Water & Wastewater Treatment Chemicals
BID NO. B-16-19-COC

Proposal of **Allied Universal Corporaiton**
(Name)
3901 NW 115 Avenue., Miami, FL 33178
(Address)

to furnish all materials, service, equipment, and labor required, for the **Water & Wastewater Treatment Chemicals** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Section	Description	Unit	Qty	Unit Cost	Extension
00310-A	**Liquid Chlorine**	**TON**	**400**	$ **Removed per Addendum #1, 7/12/16**	$
00310-B	**Quick Lime 3/8" Pebble**	**TON**	**7,755**	$ **NO BID**	$
	Quick Lime 3/4" Pebble	**TON**	**6,500**	$ **NO BID**	$
00310-C	**Soda Ash**	**TON**	**2,000**	$ **NO BID**	$
00310-D	**Anhydrous Ammonia**	**TON**	**80**	$ **NO BID**	$
00310-E	**Hydrofluosilicic Acid**	**TON**	**140**	$ **NO BID**	$
00310-F	**Carbon dioxide**	**TON**	**1120**	$ **NO BID**	$
00310-G	**Sodium Hypochlorite**	**GAL**	**1,708,625**	**$.459/gallon**	**$784,258.88**
	Sodium Hypochlorite (% Available Chlorine/LB.)				**%**
00310-H	**Ferric Sulfate**	**TON**	**1760**	$ **NO BID**	**$**

IF YOU ARE NOT BIDDING ON A SECTION ABOVE PLEASE NOTE: N/B = NO BID.
FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within one (1) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in one hundred thirty-six (136) days with completion in one hundred fifty (150) days from notice to proceed.

2) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

3) **FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY**
All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative participants FOB points and participating quantities are shown in the following chart (see Table "A" below).

TABLE A
BCPEPC WATER & WASTE WATER TREATMENT CHEMICALS
ANNUAL QUANTITIES BY AGENCY

Section #	Description	Unit	COCOA	BREVARD COUNTY	CAPE CANAVERAL	COCOA BEACH	PALM BAY	TITUSVILLE
00310-A	**Liquid Chlorine**	**TON**	**400**					
00310-B	**Quick Lime 3/8" Pebble**	**TON**	**6,500**	**155**				**1,100**
	Quick Lime 3/4" Pebble	**TON**	**6,500**					
00310-C	**Soda Ash**	**TON**	**2,000**					
00310-D	**Anhydrous Ammonia**	**TON**	**70**					
00310-E	**Hydrofluosilicic Acid**	**TON**	**175**	**.5**			**27.5**	**11.5**
00310-F	**Carbon dioxide**	**TON**	**1,000**	**48**				**72**
00310-G	**Sodium Hypochlorite**	**GAL**	**480,000**	**600,000**	**45,625**	**160,000**	**200,000**	**223,000**
00310-H	**Ferric Sulfate**	**TON**	**1,100**	**70**				

DESTINATION OF PARTICIPATING BCPEPC MEMBERS.

AGENCY NAME	DELIVERY ADDRESS
CITY OF COCOA	28400 S.R. 520, Christmas, FL 32709 375 N. Cocoa Blvd, Cocoa, FL 32922 *
BREVARD COUNTY	2262 High Drive, Mims, FL 32754 334 Egret Circle, Barefoot Bay, FL 32976 3205 Australian Way, Mims, FL32754 * 3710 Juanita Street, Cocoa, FL 32927 * 3630 N. Courtenay Pkwy, Merritt Island, FL 32953 * 10001 N. Wickham Road, Melbourne, FL 32940 * 2800 S. A1A Highway, Melbourne Beach, FL 32951 * 7773 Dottie Drive, Barefoot Bay, FL 32976 *
CITY OF CAPE CANAVERAL	601 Thurm Blvd, Cape Canaveral, FL 32920 *
CITY OF COCOA BEACH	1600 Minutemen Cswy, Cocoa Beach, FL 32931*
CITY OF PALM BAY	1105 Clearmont Street NE, Palm Bay, FL 32905 Bldgs. F,H and I 1080 Clearmont Street NE, Palm Bay, FL 32905 645 Nash Street, Palm Bay, FL 32907 2200 Sandy Pines, Palm Bay, FL 32907 250 Osmosis Drive, Palm Bay, FL 32907
CITY OF TITUSVILLE	2836 Garden Street, Titusville, FL 32796 1105 buffalo road, Titusville, FL 32796 * 4800 Deep Marsh Road, Titusville, FL 32870 *

* Sodium Hypochlorite only

4) The City reserves the right to increase or decrease these estimated quantities as needed.

5) Contract is for period from October 1, 2016 through September 30, 2017. Contract is renewable for two (2) consecutive twelve (12) month periods, at the same rates, not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6) The City shall receive shipments as required on an as needed basis throughout the year.

7) POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN SECTION 00300 BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR "NO BID".

Receipt of Addenda Number(s) 1 is acknowledged.

Dated this 4 day of August, 2016.

Allied Universal Corporation
(Company or Corporation Name)

3901 NW 115 Avenue
(Street or P.O. Box)

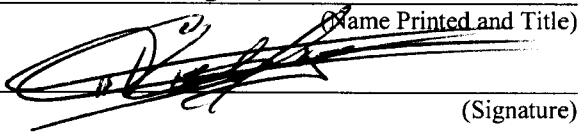
Miami, FL 33178
(City, State and Zip Code)

305-888-2623
(Area Code and Phone Number)

786-522-0215
(Area Code and Fax Number)

CristyM@Allieduniversal.com
Bids@Allieduniversal.com
(Email Address)

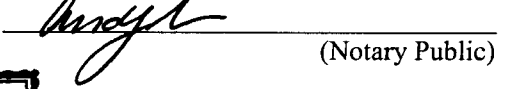
By **Cristhianne Munguia, Bid Coordinator**
(Name Printed and Title)


(Signature)

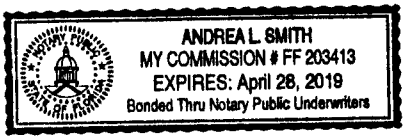
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Cristhianne Munguia who, after first being sworn by me,

affixed his/her signature in the space provided above on this **4th** day of **August**, 2**016**.


(Notary Public)

My commission Expires:



Section 00310-A

SPECIFICATIONS
LIQIUD CHLORINE

A. TYPE

Liquid Chlorine is intended for treatment of potable water and must comply with ANSI/AWWA Standard B301-10 revision of ANSI/AWWA Standard B301-99 or later revision and NSF Standard 60 for drinking water treatment chemicals.

SHIPMENTS

A. DESTINATION

Shipments will be made to the City of Cocoa, Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709. The water plant is located in east Orange County, Florida, approximately four (4) miles west of the St. Johns River along State Road 520.

B. DELIVERIES

Delivery shall be made in within five (5) days after notification, Monday through Friday, without arrival notification for Dyal and Wewahootee deliveries. The contractor must have a crane (cherry picker) if requested to unload and load cylinders from a standard loading dock. The crane must be in good working order and the hydraulic system shall be free from leaks. One ton containers are not to be rolled off trucks. It will be the responsibility of the chlorine contractor to off load chlorine containers from the delivery vehicle to the loading dock or container storage area. The contractor may utilize the chlorine hoist located at Dyal. The contractor shall be solely responsible for container leaks, clean up and related damage due to contractor's negligence at no cost to the City of Cocoa. The contractor shall provide copies of the driver's license of any drivers to deliver, prior to shipping date.

F.O.B. Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709.

C. EMERGENCY DELIVERIES

The supplier must be able to provide an emergency delivery of six (6) one-ton containers to the Dyal Plant or Wewahootee plant within 24 hours when requested.

The contractor shall supply emergency contact names and phone numbers. The contractor shall provide emergency response to pick up and remove damaged, defective or leaking containers within two (2) hours of being contacted.

D. **MSDS**

The contractor shall provide a current Material Safety Data Sheet (MSDS) with the id submittal. Technical data the bid. It shall include, as a minimum: physical properties, handling and safety consideration, EPA registration number if applicable. Contractors must also submit NSF approval/certification with their bid.

SAFETY AND TRAINING

The contractor shall provide two (2) one-hour safety training seminars each year of this agreement. The safety training seminars will be held at the Claude H. Dyal Water Plant.

Training shall include, but not limited to, the hazards of chlorine, characteristics of chlorine, emergency response, leak repairs and proper handling of chlorine.

E. ORDERS

1. Authorized City of Cocoa employees will order this Chlorine on an as-needed basis. The City will supply the successful bidder with the names of personnel authorized to order this Chlorine.
2. The City shall place orders for this Chlorine by telephone, facsimile and shall provide a blanket purchase order number and a release number covering the requested items.
3. Invoice shall be submitted to the City of Cocoa, Accounting Division, 65 Stone St., Cocoa, Florida 32923-1750.

F. **QUANTITIES** – The actual quantities may vary according to the needs of the City of Cocoa. The City is only obligated to pay for Chlorine actually ordered by an authorized City employee and then received as required by the City.

Section 00310-B

SPECIFICATIONS
QUICKLME

A. GENERAL

1. Quicklime to be purchased under this specification shall conform to AWWA specification B202-07 or the latest revision and as modified herein.
2. Quicklime shall be certified to conform with ANSI/NSF60 standard for drinking water treatment chemicals.

B. TYPE

1. Quicklime shall be suitable for use in treating a potable water supply.
2. Quicklime shall be quick slaking, freshly burnt.
3. Quicklime shall be of domestic manufacture.

B-1. SIZE

1. 3/8" Pebble
None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.

2. Optional 3/4" Pebble
None shall be retained on a 1" screen and not more than 5% shall pass a No. 100 U.S. standard sieve.

C. SLAKING RATE

1. Temperature rise after three (3) minutes or less slaking time shall be 40° C. Reaction will be complete within ten (10) minutes. Test shall be conducted as specified in Section 5.4 of ANSI/AWWA Standard B202-10 or latest revision.

D. CALCIUM OXIDE CONTENT

1. Shall contain a minimum of 92% free lime (available calcium oxide) as determined by section 5.4 ANSI/AWWA Standard B202-10 or latest revision.

E. RESIDUE AFTER SLAKING

1. Residue shall not be more than 4% by weight on 100 mesh sieve. Test shall be conducted as follows:

100 grams of gross sample, crushed to pass on a U.S. No.8 sieve, are to be weighed on a Torsion Balance and added to 325 ml. of warm (100 - 120 F.) water in a 600 ml. beaker and stirred vigorously until slaking ceases. After standing for at least 10 minutes to insure completion of all reaction, the contents are to be transferred, with the aid of a stream of water, to a 100 mesh sieve and the screen and contents washed thoroughly with a spray until all lime slurry has passed through the sieve. The residue on the sieve is transferred to a small (150 ml.) beaker and after decanting off any excess water, dried. When dry, the material shall be weighed. This weight is calculated to % residue on 100 mesh.

F. IMPURITIES

1. Lime shall contain no silica rock, mineral, or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the treated water, or cause mechanical failure to slaking equipment.

SHIPMENTS

A. DESTINATION

1. Claude H. Dyal Water Treatment Plant, located about 4 miles west of St. Johns River on State Road #520, Orange County, Florida.

B. DELIVERY

1. To be made in bulk form by pneumatic unloading trailer truck in 25-ton minimum shipments or as required by law. To be discharged into the 250-ton storage bin as designated by the City. Pneumatic equipment shall be satisfactory for unloading into bins with discharge approximately 54 feet above ramp level. The fill line is 4" in diameter and is provided with a 4" cap with standard Cam-Lock fittings. The contractor shall provide necessary fittings for and accessories for connection to the fill line. Contractor shall properly clear fill lines on completion of each load and leave area clean.

BASIS FOR ADJUSTMENT OR REJECTION

1. The City reserves the right to reject, at the supplier's expense, any shipment, which fails to meet these specifications.

2. If the material has been unloaded and placed in City's storage bins prior to obtaining final test results, the supplier shall reimburse the City at the following rate schedule if the material fails to meet the 92% minimum available Calcium Oxide:

% Available Calcium Oxide	Deduct $
91.99% - 91.50%	$75.00/truckload
91.49% - 91.00%	$100.00/truckload
90.99% - 89.50%	$200.00/truckload

3. Notice of dissatisfaction with a shipment, because of failure to meet the requirements of this specification will be furnished within 10 days after receipt of the shipment at the point of destination. The results of the purchasers' test shall prevail unless the consignor notifies the purchaser within 5 days of the notice of the complaint, that he desires a re-test. Upon receipt of the request for re-test the purchaser will secure the services of an independent testing laboratory and the results of the test by the independent laboratory shall be binding on both parties. The laboratory fee covering any such analysis will be paid by the City if the results pass specifications or by the supplier if they fail.

EVIDENCE THAT MATERIAL MEETS SPECIFICATIONS

1. Bidder must submit copies of Certified Analysis with each shipment of quicklime. Analysis shall show percentages CaO and insoluble material.

ACCEPTANCE OF MATERIAL

1. The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications of the highest quality. In the event the material supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at seller's expense.

CERTIFICATION

The Bidder shall supply certification that the product supplied under this contract meets the requirements of NSF Standard 60 and is suitable for use in treatment of drinking water.

SAFETY AND TRAINING

The supplier shall provide a Material Safety Data Sheet (MSDS) with initial delivery. The supplier shall also provide two (2) one hour training seminars each year of this agreement. The safety training seminars will be held at the Claude H. Dyal Water Plant. Training shall include, but not limited to, the hazards of Quicklime, characteristics of Quicklime, spill clean-up, and safe handling of Quicklime.

Section 00310-A

SPECIFICATIONS

LIQIUD CHLORINE

A. TYPE

Liquid Chlorine is intended for treatment of potable water and must comply with ANSI/AWWA Standard B301-10 revision of ANSI/AWWA Standard B301-99 or later revision and NSF Standard 60 for drinking water treatment chemicals.

SHIPMENTS

A. DESTINATION

Shipments will be made to the City of Cocoa, Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709. The water plant is located in east Orange County, Florida, approximately four (4) miles west of the St. Johns River along State Road 520.

B. DELIVERIES

Delivery shall be made in within five (5) days after notification, Monday through Friday, without arrival notification for Dyal and Wewahootee deliveries. The contractor must have a crane (cherry picker) if
requested to unload and load cylinders from a standard loading dock. The crane must be in good working
order and the hydraulic system shall be free from leaks. One ton containers are not to be rolled off trucks. It will be the responsibility of the chlorine contractor to off load chlorine containers from the delivery vehicle to the loading dock or container storage area. The contractor may utilize the chlorine hoist located at Dyal. The contractor shall be solely responsible for container leaks, clean up and related damage due to contractor's negligence at no cost to the City of Cocoa. The contractor shall provide copies of the driver's license of any drivers to deliver, prior to shipping date.

F.O.B. Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709.

C. EMERGENCY DELIVERIES

The supplier must be able to provide an emergency delivery of six (6) one-ton containers to the Dyal Plant or Wewahootee plant within 24 hours when requested.

The contractor shall supply emergency contact names and phone numbers. The contractor shall provide emergency response to pick up and remove damaged, defective or leaking containers within two (2) hours of being contacted.

D. **MSDS**

1. The contractor shall provide a current Material Safety Data Sheet (MSDS) with the id submittal. Technical data the bid. It shall include, as a minimum: physical properties, handling and safety consideration, EPA registration number if applicable. Contractors must also submit NSF approval/certification with their bid.

SAFETY AND TRAINING

The contractor shall provide two (2) one-hour safety training seminars each year of this agreement. The safety training seminars will be held at the Claude H. Dyal Water Plant. Training shall include, but not limited to, the hazards of chlorine, characteristics of chlorine, emergency response, leak repairs and proper handling of chlorine.

E. ORDERS

1. Authorized City of Cocoa employees will order this Chlorine on an as-needed basis. The City will supply the successful bidder with the names of personnel authorized to order this Chlorine.
2. The City shall place orders for this Chlorine by telephone, facsimile and shall provide a blanket purchase order number and a release number covering the requested items.
3. Invoice shall be submitted to the City of Cocoa, Accounting Division, 65 Stone St., Cocoa, Florida 32923-1750.

F. **QUANTITIES** – The actual quantities may vary according to the needs of the City of Cocoa. The City is only obligated to pay for Chlorine actually ordered by an authorized City employee and then received as required by the City.

Section 00310-B

SPECIFICATIONS
QUICKLME

A. GENERAL

1. Quicklime to be purchased under this specification shall conform to AWWA specification B202-07 or the latest revision and as modified herein.

2. Quicklime shall be certified to conform with ANSI/NSF60 standard for drinking water treatment chemicals.

B. TYPE

1. Quicklime shall be suitable for use in treating a potable water supply.
2. Quicklime shall be quick slaking, freshly burnt.
3. Quicklime shall be of domestic manufacture.

B-1. SIZE

1. 3/8" Pebble
None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.

2. Optional 3/4" Pebble
None shall be retained on a 1" screen and not more than 5% shall pass a No. 100 U.S. standard sieve.

C. SLAKING RATE

1. Temperature rise after three (3) minutes or less slaking time shall be 40° C. Reaction will be complete within ten (10) minutes. Test shall be conducted as specified in Section 5.4 of ANSI/AWWA Standard B202-10 or latest revision.

D. CALCIUM OXIDE CONTENT

1. Shall contain a minimum of 92% free lime (available calcium oxide) as determined by section 5.4 ANSI/AWWA Standard B202-10 or latest revision.

E. RESIDUE AFTER SLAKING

1. Residue shall not be more than 4% by weight on 100 mesh sieve. Test shall be conducted as follows:

100 grams of gross sample, crushed to pass on a U.S. No.8 sieve, are to be weighed on a Torsion Balance and added to 325 ml. of warm (100 - 120 F.) water in a 600 ml. beaker and stirred vigorously until slaking ceases. After standing for at least 10 minutes to insure completion of all reaction, the contents are to be transferred, with the aid of a stream of water, to a 100 mesh sieve and the screen and contents washed thoroughly with a spray until all lime slurry has passed through the sieve. The residue on the sieve is transferred to a small (150 ml.) beaker and after decanting off

any excess water, dried. When dry, the material shall be weighed. This weight is calculated to % residue on 100 mesh.

F. IMPURITIES

1. Lime shall contain no silica rock, mineral, or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the treated water, or cause mechanical failure to slaking equipment.

SHIPMENTS

A. DESTINATION

1. Claude H. Dyal Water Treatment Plant, located about 4 miles west of St. Johns River on State Road #520, Orange County, Florida.

B. DELIVERY

1. To be made in bulk form by pneumatic unloading trailer truck in 25-ton minimum shipments or as required by law. To be discharged into the 250-ton storage bin as designated by the City. Pneumatic equipment shall be satisfactory for unloading into bins with discharge approximately 54 feet above ramp level. The fill line is 4" in diameter and is provided with a 4" cap with standard Cam-Lock fittings. The contractor shall provide necessary fittings for and accessories for connection to the fill line. Contractor shall properly clear fill lines on completion of each load and leave area clean.

BASIS FOR ADJUSTMENT OR REJECTION

1. The City reserves the right to reject, at the supplier's expense, any shipment, which fails to meet these specifications.

2. If the material has been unloaded and placed in City's storage bins prior to obtaining final test results, the supplier shall reimburse the City at the following rate schedule if the material fails to meet the 92% minimum available Calcium Oxide:

% Available Calcium Oxide	Deduct $
91.99% - 91.50%	$75.00/truckload
91.49% - 91.00%	$100.00/truckload
90.99% - 89.50%	$200.00/truckload

3. Notice of dissatisfaction with a shipment, because of failure to meet the requirements of this specification will be furnished within 10 days after receipt of the shipment at the point of destination. The results of the purchasers' test shall prevail unless the consignor notifies the purchaser within 5 days of the notice of the complaint, that he desires a re-test. Upon receipt of the request for re-test the purchaser will secure the services of an independent testing laboratory and the results of the test by the independent laboratory shall be binding on both parties. The laboratory fee covering any such analysis will be paid by the City if the results pass specifications or by the supplier if they fail.

EVIDENCE THAT MATERIAL MEETS SPECIFICATIONS

1. Bidder must submit copies of Certified Analysis with each shipment of quicklime. Analysis shall show percentages CaO and insoluble material.

ACCEPTANCE OF MATERIAL

1. The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications of the highest quality. In the event the material supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at seller's expense.

CERTIFICATION

The Bidder shall supply certification that the product supplied under this contract meets the requirements of NSF Standard 60 and is suitable for use in treatment of drinking water.

SAFETY AND TRAINING

The supplier shall provide a Material Safety Data Sheet (MSDS) with initial delivery. The supplier shall also provide two (2) one hour training seminars each year of this agreement. The safety training seminars will be held at the Claude H. Dyal Water Plant. Training shall include, but not limited to, the hazards of Quicklime, characteristics of Quicklime, spill clean-up, and safe handling of Quicklime.

Section 00310-C

SPECIFICATIONS
SODA ASH

A. **TYPE**

Soda Ash shall be suitable for use in the softening of a potable water supply. Soda Ash shall be Anhydrous Normal Sodium Carbonate. Soda Ash shall conform to ANSI/AWWA specification B201-08 or later revision and NSF Standard 60 for drinking water treatment chemicals.

B. **SIZE**

Material shall be dry white powder containing no large lumps or crystals, suitable for storage in closed hopper bins, and for feeding in dry feeding machines.

C. **CHEMICAL CONTENT**

Material as delivered shall contain not less than 99% by weight Sodium Carbonate, of which not less than 58% shall be in the form of Sodium Oxide.

D. **INSOLUBLE MATTER**

Insoluble matter shall not exceed 0.05%

E. **TEST**

All tests shall be conducted in accordance with ANSI/AWWA specification B201-08 or latest revision.

F. **DELIVERY**

To be made in bulk form by pneumatic unloading trailer truck in 25-ton minimum shipments or as required by law, to be discharged into the 250-ton storage bin as designated by the City. Pneumatic equipment shall be satisfactory for unloading into bins with discharge approximately 54 feet above ramp level. The fill line is 4 inches in diameter and is provided with a 4-inch cap with standard cam lock fittings. The Contractor shall provide necessary fittings and/or accessories for clear fill lines on completion of each load and leave area clean.

G. **DESTINATION**

Claude H. Dyal Water Treatment Plant located about four miles west of St. Johns River on State Road #520, East Orange County, Florida.

H. **SAFETY**

The awarded bidder shall provide a Material Safety Data Sheet (MSDS) on Soda Ash and Conduct at a minimum, one, two-hour training seminar on proper handling procedures and safety practices for Soda Ash.

Seminar shall be at the City's request and be performed at the Claude H. Dyal Water Treatment Plant.

I. **BASIS FOR ADJUSTMENT OR REJECTION**

The City reserves the right to reject, at the supplier's expense, any shipment, which fails to meet these specifications.

Notice of dissatisfaction with a shipment, because of failure to meet the requirements will be furnished within 10 days after receipt of the shipment at the point of destination. The results of the purchasers' test shall prevail unless the consignor notifies the purchaser within 5 days of the notice of complaint, that he desires a retest. Upon receipt of the request for re-test, the purchaser will secure the services of an independent testing laboratory and the results of the test by the independent laboratory shall be binding on both parties. The laboratory fee covering any such analysis will be paid by the City if the results pass specifications or by the Supplier if they fail.

J. **EVIDENCE OF ABILITY TO MEET SPECIFICATIONS**

Bidder will submit copes of Certified Analysis meeting these specifications of at least four (4) shipments of (25 ton minimum) Soda Ash shipped within a 30 day period preceding bid submission.

K. **ACCEPTANCE OF MATERIAL**

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accurate with specifications of the highest quality. In the event the material supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at seller's expense.

L. **CERTIFICATION**

The Bidder shall supply certification that the product supplied under this contract meets the requirements of NSF Standard 60 and is suitable for use in treatment of drinking water.

Section 00310-D
SPECIFICATIONS
ANHYDROUS AMMONIA

A. TYPE

Anhydrous ammonia is intended for treatment of potable water, in accordance with ANSI/AWWA specification B305-06 or latest revision.

SHIPMENTS

A. DESTINATION

All shipments will be made to the City of Cocoa, Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709. The water plant if located in east Orange County, Florida, approximately four (4) miles west of the St. Johns River along State Road 520.

B. DELIVERIES

Delivery shall be made in bulk form by tank truck in shipments of approximately 1000 gallons each. Annual quantities of anhydrous ammonia will be approximately 70 tons. The supplier shall supply the tanks for storage of anhydrous ammonia and maintain the storage facility according to industry standards, including replacing valve, fittings and other appurtenances necessary for a safe operation. It will be the responsibility of the ammonia suppler to connect to the storage tanks to the existing supply lines.

C. EMERGENCY DELIVERIES

The supplier must be able to provide an emergency delivery of 1000 gallons within a 24 hour period, upon the request of the City of Cocoa.

D. TANKS

Two (2) storage tanks shall be supplied by the ammonia contractor and shall be 1000 gallon capacity and hold approximately 4600 pounds of anhydrous ammonia each. The tanks shall be delivered painted white and contain all Hazardous Materials Identification System labeling, safety labels or placards.

The tanks shall horizontal and constructed in accordance with the A.S.M.E. Code for unfired pressure vessels (Section VIII), suitable for anhydrous ammonia. Each tank shall be inspected, tested and stamped by inspector qualified by the National Board of Boiler and Pressure Vessel Inspectors. All fittings shall be forged steel schedule 80, non-malleable type. Unions shall be of the ground joint type. All piping shall be inspected and tested for leaks after assembly. All gauges shall be suitable for ammonia use.

Each tank shall contain the following:

*One (1) liquid fill valve assembly suitable for a hose connection from a USSAC tank truck to the valve opening. This assembly shall include an excess flow valve.
*One (1) pressure equalizing valve used for filling from the tank truck to the tank more efficiently. The pressure equalizing valve assembly shall include an excess flow valve.
*One (1) vapor outlet valve shall be used to connect to the City of Cocoas piping.
*One (1) shut off valve

*One (1) fixed level gauge and one (1) pressure gauge serve as vapor pressure within the tank and used to insure the tank is not filled above the 87% of volume as per CGA and ASA Standards. The fixed level gauge shall be a dip tube that projects downward inside the tank to the 87% level.
*One (1) pressure gauge
*One (1) dual relief valve
*One (1) liquid level float gauge
*One (1) liquid outlet valve located on the bottom of the tank

The tanks shall have the approximate dimensions 16.5 feet in length and 3.5 feet in diameter. The tanks shall have a metal base attached to the bottom of each tank suitable to support the tanks when full.

The ammonia supplier shall provide a lease agreement for the storage tanks effective through the terms of this agreement.

E. SAFETY AND TRAINING

The supplier shall provide a Material Safety Data Sheet with each delivery. The supplier shall also provide two one-hour safety training seminars each year of this agreement. The safety training seminars will be held at the Claude H. Dyal Water Plant. Training shall include, but not limited to, the hazards of ammonia, characteristics of ammonia, emergency response, leak repairs and proper handling of ammonia.

F. TANK INSTALLATION

During the change out of the existing ammonia storage tanks, the ammonia supplier shall take every effort available to keep the ammonia feed system operational. If there may be an interruption of ammonia feed to the City of Cocoa's system during the tank change over, the ammonia supplier may be required to provide temporary storage tanks. Temporary storage tanks shall meet all of the requirements stated in this specification. Interruptions longer than a few minutes are not permitted. The supplier shall coordinate the tank changeover with the City of Cocoa Plant Superintendent or his designee.

Section 00310-E

SPECIFICATIONS
HYDROFLUOSILICIC ACID

TYPE
Hydrofluosilicic Acid is intended for treatment of potable water.

DESTINATION
All shipments will be made to the City of Cocoa, Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709. The water plant is located in east Orange County, Florida, approximately four (4) miles west of the St. Johns River along State Road 520.

DELIVERIES
Delivery shall be made in bulk form by a tank truck in shipments of approximately 3500 - 4000 gallons each. Annual quantities of hydrofluosilicic acid will be approximately 175 tons. The supplier shall provide necessary hose connections to off load from the tank truck to the City of Cocoa bulk storage tank. It will be responsibility of the fluoride supplier to make all connections from the tank truck to the bulk storage tank. The supplier shall be responsible to clean any leaks or spills as a result of the off-loading process.

PHYSICAL REQUIREMENTS
The supplier shall deliver hydrofluosilicic acid in accordance with AWWA Standard B703-06 or latest revision. The hydrofluosilicic acid shall be clean and free of suspended matter. Color shall be water white to straw yellow. Straw yellow color shall be determined as material with a maximum of 100 units in accordance with method 2120B, visual comparison method, as indicated in Standard Methods for Examination of Water and Wastewater.

PERCENT CONCENTRATION
The hydrofluosilicic acid shall contain between 20 and 30 percent available fluoride ion by weight. The supplier shall provide an analysis with each shipment that indicates the percentage. Shipments of less than 20 percent may be rejected by the City of Cocoa and any or all freight charges will be the supplier's responsibility.

IMPURITIES
The hydrofluosilicic acid shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with hydrofluosilicic acid.

CERTIFICATION
The supplier shall provide certification in accordance with NSF Standard 60 that the hydrofluosilicic acid supplied meets this standard and is suitable for contact with drinking water.

SAFETY AND TRAINING
The supplier shall provide a Material Safety Data Sheet (MSDS) with each delivery. The supplier shall also provide two (2) one hour training seminars each year of this agreement. The safety training seminars will be held at the Claude H. Dyal Water Plant. Training shall include, but not limited to, the hazards of hydrofluosilicic acid, characteristics of hydrofluosilicic acid, emergency response, leak repairs, proper handling and proper disposal of hydrofluosilicic acid.

Section 00310-F

Specification

Carbon Dioxide

A. **ANALYSIS**

Manufacturer shall submit laboratory analysis of the product to the City of Cocoa for approval. CO2 concentration is not to be less than 99.9%.

SHIPMENTS

A. **DESTINATION**

Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

B. **DELIVERY**

In bulk, via truck, weight certificate will be required with each shipment. Annual use will be approximately 1200 tons

C. **EMERGENCY DELIVERY**

The supplier must be able to provide an emergency delivery of 25000 lbs within a 24 hour period, upon the request of the City of Cocoa

D. **DATA**

A Material Safety Data Sheet (MSDS) complete and accurate must be furnished by the successful vendor upon award of a contract.

BASIS FOR ADJUSTMENT OR REJECTION

The City reserves the right to reject at the supplier's expense any shipment which fails to meet these specifications.

CERTIFICATION

The Bidder shall supply certification that the product supplied under this contract meets the requirements of NSF Standard 60 and is suitable for use in treatment of drinking water.

Section 00310-G

Specification

Sodium Hypochlorite

1.0 Scope of Work

The Supplier shall provide and deliver sodium hypochlorite solution to the Jerry Sellers Water Reclamation Facility 375 N. Cocoa Blvd. in the City of Cocoa, Florida as well as the Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida. The estimated annual quantity is the volume in gallons of sodium hypochlorite solution required to provide 100,000 pounds of available chlorine to the Jerry Sellers Water Reclamation Facility and approximately 400,000 pounds/gallons to the Claude H. Dyal Water Treatment Plant. The pounds of available chlorine in the supplied solution will be determined from the chemical analysis provided by the Supplier.

2.0 Bidder Qualification

Each Bidder shall submit a chemical analysis of their product with their bid. The analysis shall be performed by an independent and qualified laboratory to verify that the sodium hypochlorite solution meets the specified physical requirements.

3.0 Physical Requirements

The Supplier shall furnish liquid sodium hypochlorite in accordance with the American Water Works Association (AWWA) Standard B-300-99 or latest revision, except as modified herein.

Sodium hypochlorite solution shall contain not less than 100 grams per liter available chlorine (designated as 10 trade percent) and not more than 125 grams per liter available chlorine (designated as 12.5 trade percent)

Copper content of the sodium hypochlorite shall be limited to a maximum of 0.03 mg/L.

Iron content of the sodium hypochlorite shall be limited to a maximum of 0.3 mg/L.

Bromate content of the sodium hypochlorite shall be limited to a maximum of 20.0 mg/L.

pH of the sodium hypochlorite solution shall not exceed 12.7 units.

The suspended solids in the sodium hypochlorite delivered under this purchase order shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.

4.0 Delivery Requirements

The Supplier will make bulk deliveries of approximately 4500 gallons within five (5) working days after receipt of order. Bulk delivery tankers shall be clean and free of any

residue that may contaminate the product or result in the failure of the City's chemical feed equipment.

The Supplier shall be responsible for any spills resulting from the failure of the Supplier's delivery equipment. The Supplier's personnel shall continually observe the unloading operation and immediately respond to problems or emergencies. Unloading will cease at a level dictated by the City's representative and in no case exceed the over flow level of the chemical storage tanks. All hoses, valves, connections etc. will be maintained in such a manner as to prevent leaks during the unloading operation.

The Supplier will take immediate and appropriate action to clean up any spills in accordance with all State and Federal requirements. If the Supplier fails to take the appropriate actions to clean up any spilled liquid, the purchaser will hire a certified hazardous material handling company to clean the spill, the cost of such service will be charged to the Supplier.

Delivery shall be made to the Jerry Sellers Water Reclamation Facility, 375 North Cocoa Blvd., Cocoa, Florida
as well as the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

Deliveries will be made between the hours of 7:00 A.M. and 4:00 P.M., Monday through Friday. Deliveries at other times, or during the weekend, will require prior approval of the facility superintendent.

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City. The report shall contain the date and time of manufacture, percent by weight of sodium hypochlorite, percent by weight of excess sodium hydroxide, and specific gravity (referenced to temperature). Deliveries will not be accepted unless accompanied by the certified laboratory report for the specific batch of sodium hypochlorite delivered.

The City of Cocoa reserves the right to reject, at the Suppliers expense, any shipments that fail to meet the Bid Specifications.

5. 0 Basis of Award

Bidders shall submit a price for the cost per gallon of sodium hypochlorite solution. Cost per gallon will be used as the basis of record keeping and payments throughout the duration of the contract.
However, award of contract will be based upon the lowest cost per pound of chlorine available in the Bidders sodium hypochlorite solution.

Section 00310-H

Specification
LIQUID FERRIC SULFATE

1. **GENERAL** - The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

2. **PRODUCT**

a) The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The liquid Ferric Sulfate shall be supplied as a aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.

b) The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification.

The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

c) The Liquid Ferric Sulfate shall have the following chemical properties;

Ferrous Iron.....0.1% max
Free Acid (as % H2SO4).....0.25% max
% Insoluble.....0.1% max

d) The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

Arsenic.....1 mg/kg	Copper.....5 mg/kg
Cadmium.....0.5 mg/kg	Zinc.....15 mg/kg
Chromium.....10 mg/kg	Manganese.....120 mg/kg
Lead.....1.0 mg/kg	Barium..... 10 mg/kg
Mercury.....0.2 mg/kg	Chloride.....100 mg/kg
Selenium.....2 mg/kg	Fluoride.....60 mg/kg
Silver.....10 mg/kg	Titanium.....50 mg/kg
Nitrites (as N).....75 mg/kg	Nitrates (as N).....75 mg/kg
Total Organic Carbon.20 mg/kg	Sodium.....1000 mg/kg
Nickel.....40 mg/kg	Molybdenum.....10 mg/kg
Beryllium.....1.0 mg/kg	Antimony.....1.0 mg/kg
Thallium.....10.0 mg/kg	Cyanide.....1.0 mg/kg

Total Nitrate and Nitrite (as N).....150 mg/kg

e) The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the CITY, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the CITY. The CITY reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the CITY.

f) The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 2a, 2c and 2d.

3. **QUALITY CONTROL AND TESTING**

a) Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.
b) It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the CITY. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.
c) It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

4. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

5. **GENERAL** - These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to the CITY'S destination.

6. **PURCHASE AND DELIVERY** -
a) Delivery shall be prepaid, FOB to the CITY'S destination.

(b) Deliveries shall be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY. Liquid Ferric Sulfate shall be delivered as specified and within the time frames required upon receipt of order.

(c) The CITY shall have sole discretion as to when deliveries are to be received. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the CITY'S storage tanks.

(d) Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the CITY. Shipping of Liquid Ferric Sulfate shall be by tank truck.

7. **BID PRICES** - The price quoted shall be firm for one year and based on a per ton basis of dry Ferric Sulfate, 18% Fe equivalent, delivered FOB to the CITY'S destination.

8. **QUANTITIES** – Approximately 2400 dry tons (more or less) of Liquid Ferric Sulfate shall be provided under this bid. The quantity specified is to be used for cost estimating purposes only and the CITY reserves the right to increase or decrease quantities shown without penalty.

9. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries within one hundred (100) miles of the CITY and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required five (5) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

10. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**

(a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the CITY to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.

(b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill of leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seg. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole responsibility of the bidder. The bidder shall hold the CITY harmless for any failure to properly report and/or comply with this provision.

(c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

11. **DELIVERY SUBMITTAL** - Material Safety Data Sheets shall be supplied in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment.

12. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the CITY. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the CITY.

EXCEPTIONS /DIVIATIONS OR CLARIFICATIONS TO SPECIFICATIONS

BID NO. B-16-19-COC

SECTION 00311

Section 00312
REFERENCES
WATER & WASTEWATER TREATMENT CHEMICALS
BID #B-16-19-COC

Bidder shall submit as a part of the bid package, three (3) work references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Business Name	Miami Dade Water & Sewer
Address	700 West 2nd Avenue., Hialeah, FL 33011
Telephone Number	786-229-0701
Contact Person	Ed Turner

Business Name	City of Sunrise
Address	14100 SW 8 Street., Sunrise, FL 33325
Telephone Number	954-846-7400
Contact Person	Dough Kerwin

Business Name	City of New Port Richey
Address	4730 N. Main St., New Port Richey, FL 34652
Telephone Number	727-841-4568
Contact Person	Roger Goodwin

SECTION 00320
STATEMENT OF BIDDER'S QUALIFICATIONS
BID # B-16-19-COC

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of Bidder: **Allied Universal Corporation**

B. Permanent main office address:
3901 NW 115 Avenue., Miami, FL 33178

C. When organized (Month/Year): **July**, 19**54**

D. If a corporation, where incorporate (State): **FL**

E. How many years have you been engaged in the contracting business under your present firm or trade name? (Years) **62**

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Amount of Contract	Anticipated Completion Dates
Miami Dade Water & Sewer	**Over 1 million**	**On-Going**
Palm Beach County	**Over 500,000**	**On-Going**
City of Sunrise	**Over 1 million**	**On-Going**
Martin County	**Over 500,000**	**On-Going**

G. General character of work performed by your company.

Waste/Water Treatment Chemicals

H. Have you ever failed to complete any work awarded to you? Yes ☐ No ☐ if yes, please specify where and why:
See attached.

H

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

July 2016

The following bleach bid was cancelled early.

City of Stuart (September 2010)

Cristhianne Munguia
Bid Coordinator

/cm

H

City of Stuart Chain of Events

After Allied Universal was awarded this bid in September 2009, many orders were placed and delivered with no problems.

The requirements of the bid were for full tanker loads of 5,000 gallons but the city of Stuart was only taking 3,000 gallons or less. When Allied reviewed this issue with the city, all the problems with our product started to happen.

Jim Parks, from the City of Stuart, started advising his superiors that our product was clogging his filter. After reviewing the unloading, Allied was able to demonstrate that the City of Stuart was using the wrong filter.

After the right filters were used, the problem went away.

The City of Stuart renewed their contract with Allied on August 25th. 2010 but on the first delivery, under the renewed contract on September the 10th., they claim having received a load that clogged their filter. They never called to advise any one at Allied of the problem.

On September 9th Mr. Parks told the dispatcher to send another load on the 23 of September, but on the night of the 22nd. Mr. Parks left a voice message to cancel the delivery since they had switch the business to Odyssey.

If Allied was not performing, why was the bid renewed on August 25th 2010?
If in fact they had a problem on the load September 10th why, not call and advise us?

Allied feels that there are other reasons involved that we're not aware of them to make this hasty decision

I. Have you ever defaulted on a contract? Yes ☐ No ☐ If yes, please specify where and why

No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed
Miami Dade Water & Sewer	**Over 1 million**	**On-Going**	
City of Sunrise	**Over 1 million**	**On-Going**	
Palm Beach County	**Over 500,000**	**On-Going**	

K. List your major equipment:

Company owned fleet of dedicated bleach tankers and tractor trailers.

L. Experience in construction work similar in type to this project.

N/A

M. Background and experience of the principal members of your organization, including the officers.

Name	Title	Background	Years Experience
Jim Palmer	**President/CEO**	**BS And MS in Chemistry**	**Over 30**
Mike Koven	**CFO**	**Bachelors in Business Admin. Masters in Finance**	**Over 30**
Todd Tucker	**VP Operations**	**20 years in the Chlor-Alkali and Chemical Business**	**Over 20**

N. Credit available: $ **N/A**

O. Give bank reference: **Florida Community Bank**

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes ☐ No ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at **Dade** (COUNTY) this **4** day of **August**,

20**16**.

Allied Universal Corporation By: **Bid Coordinator**
(Name of Organization) (Title)

State of **Florida** County of **Dade**

Cristhianne Munguia being duly sworn deposes and says that he is
(Name)

the **Bid Coordinator** of **Allied Universal Corporation**
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this **4** day of **August**, 20**16**.

(Notary Public)

4/28/19
(My commission expires)

FF 203413
(Commission Number)

ANDREA L SMITH
MY COMMISSION # FF 203413
EXPIRES: April 28, 2019
Bonded Thru Notary Public Underwriters

SECTION 00480
NON-COLLUSION AFFIDAVIT OF BIDDER
BID NO. B-16-19-COC

State of Florida

County of **Dade**, being first duly sworn, deposes and says that:

1. He is **Cristhianne Munguia** of **Allied Universal Corporation**, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners employees, or parties in interest, including this affiant.

(Signed) _____

(Title) **Bid Coordinator**

Subscribed and sworn to before me

this **4** day of **August**, 20**16**.

_____
(Notary Public)
My commission expires: 4/28/19

END OF SECTION

ANDREA L. SMITH
MY COMMISSION # FF 203413
EXPIRES: April 28, 2019
Bonded Thru Notary Public Underwriters

DRUG FREE WORKPLACE CERTIFICATION
SECTION 00485
BID NO. B-16-19-COC

IDENTICAL TIE BIDS

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

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

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

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United state or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Allied Universal Corporation
(Company)

Cristhianne Munguia

Bid Coordinator
(Signature & Title)

SECTION 00490
CONFLICT OF INTEREST STATEMENT
BID NO. B-16-19-COC

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

1. I am the **Bid Coordinator** of **Allied Universal Corpoation** with a local office in **Miami, FL** and principal office in **Miami, FL**
   City and State — City and State

2. The above named entity is submitting a Bid for the City of Cocoa described as:

Water & Wastewater Treatment Chemicals

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above bid is being submitted and that the above named entity has no financial interest in other entities submitting bids for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Cocoa.

Dated this **4** day of **August**, 2016.

(Affiant)

Cristhianne Munguia, Bid Coordinator
Typed Name and Title

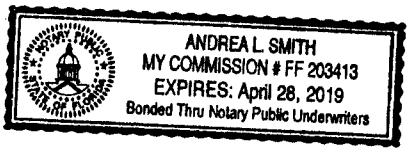
Sworn to and subscribed before me this 4 day of August, 2016

Personally Known X or produced identification ____ . identification Type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public

My commission expires: _____



SECTION 00500
FORM OF AGREEMENT
BID NO. B-16-19-COC
CITY OF COCOA

This Agreement made and entered into on the _____ day of _____, 2_____ by and between _____ _____ hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within fourteen (14) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

_____ $_____
(Written in Words) (In Figures)

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Agreement and will be based on complete work in place. Also, the contractor shall: (1) Provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) Provide a Consent of Surety for the progress payments.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:
Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance polices and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ _____NA__ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. ATTORNEY FEES AND COSTS - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. **FULLY NEGOTIATED AGREEMENT** - This agreement has been fully negotiated in an arms' length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

i. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or

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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

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

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

ARTICLE 21. **TERMINATION** - Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. **INDEMNIFICATION**

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses,

damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

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

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

ARTICLE 24. NO JOINT VENTURE - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. THIRD PARTY RIGHTS - Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

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

(c) If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

ARTICLE 27. PUBLIC RECORDS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY_____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

Section 00700
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GENERAL CONDITIONS

Section 00700

City of Cocoa

Article 1. DEFINITIONS

(A) The contract documents consist of the following items, including all modifications thereof incorporated in the documents before their execution. These form the contract: Notice to Contractors, Instructions to Bidders, General Conditions, Special Provisions, Technical Provisions, Proposal, Agreement, Drawings, and Addenda pertaining to the contract.

(B) The Contractor and Project Manager are mentioned as such in the Agreement. They are treated throughout the contract documents as if each were of the singular number and masculine gender.

(C) Wherever in this contract the words "Project Manager or Engineer" are used, it shall be understood as referring to the Project Manager or Engineer employed by the City, acting personally or through an assistant duly authorized in writing for such act by the Project Manager.

(D) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm of to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the business address shown in the proposal or contract.

(E) The term "Subcontractor" as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

(F) The term "Work" of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

(G) All time limits stated in the contract documents are of the essence of the contract.

(H) The term "Change Order" is a written order signed by the Project Manager authorizing an addition, deletion or revision in the work or adjustment in the contract price.

Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in triplicate by the City and the Contractor. Customary practice does not involve signatures of either party of the separate or supplementary components of the contract documents. The Project Manager will identify the plans and specifications upon request.

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the documents is to include all labor and materials, equipment, transportation and incidentals necessary for the proper and complete execution of the work. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

Any discrepancies or omissions found in the Contract Documents shall be reported to the Project Manager immediately. The Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

A. FORM OF AGREEMENT
B. PROPOSAL
C. SPECIAL PROVISIONS
D. INSTRUCTIONS TO BIDDERS
E. GENERAL CONDITIONS
F. TECHNICAL PROVISIONS
G. DRAWINGS

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general drawings.

Article 3. DETAIL DRAWINGS AND INSTRUCTIONS

The Project Manager will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

Article 4. COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the contract documents, the City will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonable necessary for the execution of the work.

Article 5. ORDER OF COMPLETION
The Contractor shall submit prior to start of work, schedules which show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the work.

Article 6. DRAWINGS AND SPECIFICATIONS ON THE WORK
The Contractor shall keep one copy of all drawings and specifications on the work in good condition, available to the Owner and his representatives.

Article 7. OWNERSHIP OF DRAWINGS
All drawings, specifications and copies thereof furnished by the Owner are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request, at the completion of the work.

Article 8. CONTRACTOR'S UNDERSTANDING
It is understood and agreed that the Contractor has, by careful examination of the contract documents and work site satisfied himself as to the nature and location of the work, the

conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

Article 9. MATERIALS, APPLIANCES, EMPLOYEES
Unless otherwise stipulated, the Contractor shall provide and pay for all materials, fuel, labor, water, tools, sanitary facilities, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Article 10. ROYALTIES AND PATENTS
The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the owner has notified the Contractor prior to the signing of the contract or included in the specifications a proviso that there may be a patented process or product included in the project.

Article 11. SURVEYS, PERMITS, AND REGULATIONS
The Contractor will furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the City in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulation and without such notice to the Owner, he shall bear all costs arising therefrom.

Article 12. PROTECTION OF WORK AND PROPERTY
The Contractor shall continuously maintain adequate protection for all his work from damage and shall protect the Owner's property from injury or loss arising in connection with the contract. He shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the contract documents. He shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instructions or authorization from the Owner, is hereby permitted to act, at his discretion, to prevent such threatened losses or injury. Any claim by the Contractor on account of emergency work will be adjusted by agreement or arbitration.

Article 13. INSPECTION OF WORK

The City and its representatives shall at all times have access to the work. The work will be conducted under the general direction of the City and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the Project Manager will be promptly made.

Re-examination of requested work may be ordered by the Owner. If such work be found in accordance with the contract documents, the Owner will pay the cost of re-examination and replacement provided the Contractor makes a claim therefor. If such work be found not in accordance with the contract documents the Contractor shall pay such cost including compensation for professional services and an appropriate deductive change order shall be issued.

Article 14. SUPERINTENDENT: SUPERVISION

The Contractor shall keep on his work during its progress a competent superintendent satisfactory to the City. The superintendent shall not be changed except with the written consent of the City, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions will be confirmed in writing to the Contractor. Other directions will be so confirmed on written request in each case.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omission in the drawings or in layout as given by points and instruction, it shall be his duty to immediately inform the City, in writing, and the City will promptly verify the same. Any work done after such discovery, until authorized will be done at the Contractor's risk.

Neither party shall employ or hire any employees of the other party without his consent.

Article 15. CHANGES IN THE WORK

The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work authorized by change order and executed under the conditions of the original contract except that any claim for extension of time caused thereby will be adjusted at the time of ordering such change.

In giving instructions, the Project Manager will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering the life of property, no extra work or change will be made unless in the pursuance of a written order by the Project Manager, and no claim for an addition to the contract sum will be valid unless so ordered in writing.

The value of any such extra work or change will be determined in one or more of the following ways:

(A) By mutual acceptance of a lump sum.
(B) By unit prices named in the contract or subsequently agreed upon.
(C) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (C), he shall keep and present in such form as the Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes will be made on the Project Manager's estimate.

Article 16. CLAIMS FOR EXTRA COST
If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof with ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided in Article 15, "Changes in the Work." Claims will not be processed unless filed in writing before any work is commenced.

Article 17. DEDUCTIONS FOR UNCORRECTED WORK
If the Project Manager deems it inexpedient to correct work
injured or done not in accordance with the contract, an equitable deduction from the contract price will be made therefor by change order.

Article 18. DELAYS AND EXTENSIONS OF TIME
If the Contractor is delayed at any time, in the progress of the work by an act or neglect of the Owner or of his employees, or by any other contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Project Manager pending arbitration, or by any cause which the Project Manager may decide to justify the delay, then the time of completion will be extended for such reasonable time as the Project Manager may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefor is made in writing to the Project Manager. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

Article 19. CORRECTION OF WORK BEFORE FINAL PAYMENTS
The Contractor shall promptly correct all work condemned by the Project Manager as failing to conform to the contract and shall promptly replace and re-execute his own work in accordance

with the contract and without expense to the Owner and shall bear the expense of making good all work.

If the Contractor does not correct such condemned work and material within ten (10) working days time as fixed by written notice (punch list), the City may correct it at the expense of the Contractor. If the Contractor does not pay the expense of such correction within ten (10) days thereafter, the City may, upon ten (10) days written notice, deduct all the cost and expenses that should have been borne by the Contractor.

Article 20. SUSPENSION OF WORK

The City may at any time suspend the work or any part thereof by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in a written notice to resume work from the City to the Contractor. The City will reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension unless the suspension was ordered by the Project Manager to enforce the contract or for any violation of the contract.

Article 21. THE CITY'S RIGHT TO REASSIGN WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the City, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies at the Contractor's expense.

Article 22. THE CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if a writ of garnishment shall be served upon the City, seeking to reach funds due or to become due the Contractor, or if the Government of the United States or any state or county shall garnishee, distrain, attach, or seek to reach funds due or to become due to the Contractor, or if he should persistently or repeatedly refuse or should fail, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Project Manager, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Project Manager that sufficient cause exists to justify such action may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tool, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional managerial, legal, and administrative services, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default will be certified by the Project Manager and deducted by the City from any sums which would otherwise be due to the Contractor.

Article 23. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Contractor or if anyone employed by him, or if the Project Manager should fail to issue any estimate for payment within seven (7) days after it is

due, or if the City fails to pay the Contractor within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice to the City stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

Article 24. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from the property of the City, failing which the City will have the right to remove such equipment and supplies at the expense of the Contractor, and the City shall have the right to store such equipment and supplies at the Contractor's expense. The City shall incur no liability to the Contractor for loss or damage to the supplies and equipment so removed and/or stored.

Article 25. USE OF COMPLETED PORTIONS

The City will have the right to take possession of and use any substantially completed portion of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired, but such taking possession and use will not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor will be entitled to such extra compensation, or extension of time, or both, as the Project Manager may determine.

Article 26. PAYMENTS WITHHELD

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any pay request to such an extent as may be necessary to protect himself from loss on account of:

(A) Defective work not remedied.
(B) Claims filed or reasonable evidence indicating probable filing of claims.
(C) Failure of the Contractor to make payment properly to subcontractors or for materials or labor.
(D) The Project Manager's opinion that the contract cannot be completed for the balance then unpaid.
(E) Failure to maintain adequate progress.

When the above grounds are removed, payment will be made for amounts withheld because of them.

Article 27. CONTRACTOR'S LIABILITY INSURANCE

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

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

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:
Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability

insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

Article 28. INDEMNITY

For all Services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's performance of any Services provided pursuant to this Agreement.

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

Final indemnification provisions, to be included in the Agreement, are subject to review and modification by the City Attorney. The insurance policy shall contain a provision that the same shall not be cancelled without first giving the City thirty (30) days' notice in writing by certified mail.

Article 29. SAFETY AND PROTECTION

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

(A) All employees on the Work and other persons who may be affected thereby.

(B) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

(C) Other property at the site or adjacent thereto.

Individuals and firms contracting to perform work for the City of Cocoa shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of their subcontractors with those same standards.

Article 30. GUARANTY BONDS
The City will have the right, prior to the signing of the contract to require the Contractor to furnish bond covering his faithful performance of the contract and the payment of all obligations arising thereunder, in such forms as the City may prescribe and with such sureties as he may approve. Premium for such bond shall be paid by the Contractor.

Article 31. DAMAGES
Any claim for damage arising under this contract shall be made in writing to the party liable with ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

Article 32. LIENS
Anything contained in any of the contract documents notwithstanding, all progress payments and the final payment shall be paid by the City to the Contractor in compliance with the provisions of Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the contract shall be paid by the City to the Contractor only after the Contractor has furnished the City with an affidavit stating that all persons, firms or corporations who have furnished labor or materials, employed directly or indirectly in the work, have been paid in full, and in addition, before the Contractor shall have the right to receive the final payment due under the contract, the Contractor shall furnish the City with releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the work. The City shall have the right to demand and receive from the Contractor before he shall receive any progress payment, receipt bills showing payment in full for all labor, services and materials incorporated into the work, for the period of time for which the progress payment is due. Likewise, as a condition to receiving any progress payment, the City may require the Contractor to furnish any partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the work during the period of time for which the progress payment is due, releasing such lien rights as these persons, firms or corporations may have for that period. If any of the laborers, subcontractors or material men shall serve upon the City a "notice to City" or shall otherwise put the City on notice that they are owed any unpaid money by the Contractor, the shall have the right to pay these persons directly in the manner provided by the aforesaid Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Contractor does hereby release, remise and quit claim any and all rights he would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the job.

Article 33. ASSIGNMENT
Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the City, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the City. Any attempt by the Contractor to assign this contract or any of the moneys which may become payable hereunder, in whole or part, without the written consent of the Owner, shall be ineffective and shall vest no rights in the assignee.

Article 34. PRECONSTRUCTION CONFERENCE
Within twenty (20) days after the effective date of the Agreement, but before the Contractor starts the Work at the site, a mandatory conference will be held for review and acceptance of the schedules, to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the Work, including Davis Bacon Wage Rate Requirements for Federally Funded Projects.

Article 35. SUBCONTRACTS
The Contractor shall, as soon as practicable after signing of the contract, notify the City in writing of the names of subcontractors proposed for the work, the description of work to be performed, and shall not employ subcontractors, unless they are approved in writing by the City.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Article 36. POINTS AND INSTRUCTIONS
The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Project Manager for, and has received from him such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

Article 37. PROJECT MANAGER'S STATUS
The Project Manager will have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He will also have authority to reject all work and materials which do not conform to the contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished and to decide questions which arise in the execution of the work.

Article 38. PROJECT MANAGER'S DECISIONS
The Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract. All such decisions of the Project Manager shall be final.

Article 39. ONE YEAR CORRECTION PERIOD
If within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents or by any specific provision of the contract documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written in struction, either correct such defective work, or, if it has been rejected by the City, remove it from the site and replace it with nondefective work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

Article 40. LANDS FOR WORK
The City will provide access to the lands upon which the work under this contract is to be done.

Article 41. CLEANING UP
The Contractor shall remove from the City's property and from all temporary structures, rubbish and waste materials resulting from his operation.

Article 42. AMENDED PROPOSAL/BID

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

END OF SECTION 00700

NO BID RESPONSE
TO INVITATION TO BID
City of Cocoa

IF YOUR FIRM IS UNABLE TO SUBMIT A BID AT THIS TIME, PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACE BELOW AND RETURN TO:

CITY OF COCOA
Purchasing Division
65 Stone St.
Cocoa, Florida 32922

WE HAVE RECEIVED AN INVITATION TO BID # B-16-19-COC

Water & Wastewater Treatment Chemicals

OPENING DATE: **Thursday, August 11, 2016**

OPENING TIME: **3:00 p.m.**

REASON FOR NOT BIDDING: _____

_____

_____

_____

_____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Title: _____

Date: _____

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hypochlorite to City of Cocoa.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 8th day of June 2016.

(Seal of Corporation)

Jim Palmer, President - CEO

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

AFFIDAVIT

This is to certify that as required, all Sodium Hypochlorite solution to be furnished to City of Cocoa will comply with the AWWA B300-99 Standards and ANSI/NSF standard 60 or as may be amended.

Cristhianne Munguia
Bid Coordinator

Subscribed and sworn to before me
This 28th day of July, 2016

Notary Public of the State of Florida.

Notary Public

TAWANA HOUSTON
Notary Public - State of Florida
Commission # FF 204294
My Comm. Expires Jun 12, 2019
Bonded through National Notary Assn.

07/28/16

NovaChem
Laboratories, Inc

Date: 1 July 2016

Call for results over the phone
513-523-3605

Sample Analysis Results
Bid Sample
Received 29 June 2016

Parameter		
Wt% NaOCl	11.51	
Wt% Available Chlorine	10.97	
GPL Available Chlorine	128	
Trade %	12.8	
Wt% NaOH	0.296	
Calculated pH	12.9	
Wt% Na_2CO_3	0.146	
Specific Gravity, g/mL	1.1641	
Filter Test (1,000 mL)	0 min 47 sec (Millipore 0.8 uM, type AWWP)	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	766	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.15	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L

Signed: B.P. Bubnis B.P. Bubnis Date: 1 July 2016

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056
Tel: 513-523-3605, FAX: 513-523-4025
www.novachemlabs.com
E-Mail: bbubnis@novachemlabs.com

SAFETY DATA SHEET

1. Identification

Product identifier **Sodium Hypchlorite, 10-15% Solution**

Other means of identification

SDS number AUC-003

Synonyms Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo

Recommended use Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laudry sanitizer and agricultural/ aquacultural purposes

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name	Allied Universal Corporation	
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States	
Telephone	General:	1-305-888-2623
	24-Hour alert:	1-786-522-0207
Website	www.allieduniversal.com	
E-mail	Not available.	
Contact person	Operations Department	
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)

Supplier Refer to Manufacturer

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation

Environmental hazards This mixture does not meet the classification criteria according to OSHA HazCom 2012.

OSHA defined hazards This mixture does not meet the classification criteria according to OSHA HazCom 2012.

Label elements



Signal word Danger

Hazard statement May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.

Precautionary statement

Prevention Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area.

Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 20 minutes. Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.

Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize. Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.
Environmental precautions	Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection

Hand protection Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other Where contact is likely, wear chemical-resistant gloves, a chemical suit, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection Chemical respirator with organic vapor cartridge and full facepiece. A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties

Appearance Clear yellow/green liquid.

Physical state Liquid.

Form Liquid.

Color Clear to yellow/green.

Odor Pungent. Chlorine-like.

Odor threshold Not available.

pH 11 - 13

Melting point/freezing point 7.52 °F (-13.6 °C)

Initial boiling point and boiling range > 104 °F (> 40 °C)

Flash point Not Applicable

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not Applicable

Flammability limit - lower (%) temperature Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.18

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Rabbit	No Data in Literature
Inhalation		
LC50	Rat	No Data in Literature
Oral		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
Dermal		
LD50	Rabbit	> 10000 mg/kg
Inhalation		
LC50	Rat	> 5.25 mg/l/4h
Oral		
LD50	Rat	8910 mg/kg

Skin corrosion/irritation Hazardous by OSHA criteria.
Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.

Serious eye damage/eye irritation Hazardous by OSHA criteria.
Causes serious eye damage. Serious eye damage/eye irritation - Category 1

Respiratory or skin sensitization

Respiratory sensitization Not expected to be a respiratory sensitizer.

Skin sensitizer Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.

May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Hazardous by OSHA criteria.
May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.

Specific target organ toxicity - repeated exposure Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity Not expected to be an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components		Species	Test Results
Sodium hydroxide (CAS 1310-73-2)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Western mosquitofish (Gambusia affinis)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (Daphnia magna)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (Lepomis macrochirus)	0.58 mg/l, 96 hours

Persistence and degradability Biodegradation is not applicable to inorganic substances.

Bioaccumulative potential No accumulation in living organisms is expected due to high solubility and dissociation properties.

Mobility in soil High water solubility indicates a high mobility in soil.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number UN1791
UN proper shipping name HYPOCHLORITE SOLTUTIONS (RQ = 100)
Transport hazard class(es)
Class 8
Subsidiary risk -
Label(s) 8
Packing group III
Environmental hazards
Marine pollutant Yes
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Special provisions IB3, N34, T4, TP2, TP24
Packaging exceptions 154
Packaging non bulk 203
Packaging bulk 241

This product does the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number UN1791
UN proper shipping name HYPOCHLORITE SOLUTION
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group III
Environmental hazards NO
ERG Code 8L
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Other information
Passenger and cargo aircraft Allowed.
Cargo aircraft only Allowed.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

DOT



IATA; IMDG



Marine pollutant



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)	Listed.
Sodium Hypochlorite (CAS 7681-52-9)	Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 03-15-2015

Version # 01

HMIS H: 3 F: 0 R: 1

NFPA H: 3 F: 0 R: 1

Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

Certified to NSF/ANSI 60

List of abbreviations

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
http://www.thecompliancecenter.com

Disclaimer

Disclaimer
This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process.

This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014 (Chempendium, RTECs, HSDB, INCHEM)
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System, 2014.
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, July 28, 2016** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation
3901 Northwest 115th Avenue
Miami, FL 33178
United States
800-981-6700
305-888-2623
Visit this company's website (http://www.allieduniversal.com)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[CL]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL

Sodium Hypochlorite[CL]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hypochlorite[CL]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL

Sodium Hypochlorite[CL]

Trade Designation	*Product Function*	*Max Use*

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hypochlorite[CL]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ranger, GA

Sodium Hypochlorite[CL]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Bleach	Disinfection & Oxidation	84 mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L

Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[CL]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 NW 115th Avenue
Miami, FL 33178
United States
305-888-2623

Facility : # 1 USA

Sodium Hypochlorite[CL]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer		100mg/L

Disinfection & Oxidation
Bactericide

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 2
Number of matching Products is 53
Processing time was 1 seconds

EMERGENCY CONTACT NUMBERS

CORPORATE:

WORKING HOURS:	**(305) 888 – 2623**
EMERGENCY CONTACTS (OTHER PHONE NUMBERS):	
1. RON ZEIGLER (S. REGIONAL OPERATIONS MANAGER)	**WORK (772) 464-7001, CELL (772) 342-1872**
2. ANTHONY FEDD (N. REGIONAL OPERATIONS MANAGER)	**WORK (912) 267-6064, CELL (850) 212-6858**
3. JIM LAFRENIERE (FLEET OPERATIONS MANAGER)	**WORK (305) 894-4173, CELL (305) 491-3430**
4. MIKE HARRIS (FLEET MAINTENANCE MANAGER)	**WORK (912) 267-9590, CELL (912) 571-0704**
5. VACANT (DRIVER SAFETY COMPLIANCE MANAGER)	**CELL**
6. KY NICHOLSON (DRIVER SAFETY COMPLIANCE MANAGER)	**CELL (904) 607-8141**
7. TODD TUCKER (VICE PRESIDENT OF OPERATIONS)	**WORK (786) 522-0200, CELL (903) 987-3248**
US TSA'S TRANSPORTATION SECURITY COORDINATION CENTER:	**(703) 563-3236 OR 3237**

BRANCHES:

	HOME OR CELL PHONE NO.
MIAMI, FL (305) 888-2623	
JAMIE JOHNSON	CELL # (305) 216-4612
LEO DELEON	CELL # (305) 310-0762
SCOTT GRAY	CELL # (305) 335-0756
FT. PIERCE, FL (772) 464-6195	
JAUMING CHEN	CELL # (225) 235-7707
WALTER CIECWIERZ	CELL # (201) 993-3536
TOM STRICKLAND	CELL # (772) 919-7023
TAMPA, FL (813) 832-4868	
ELAINE BENNETT	CELL # (901) 326-6262
VAL BOLBIRER	CELL # (917) 709-4363
KAREN GARILLI	CELL # (813) 966-3635
JACKSONVILLE, FL (904) 438-4976	
DAVID SCHULTZ	CELL # (912) 222-9487
BRUNSWICK, GA (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
MIKE LEBEN	CELL # (772) 528-5436
CHARITY BREWER	CELL # (912) 230-8680
RANGER, GA (706) 334-7377	
EARL WHITE	CELL # (813) 317-8470
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LISA DALE	CELL # (770) 769-6528
ELLISVILLE, MS (601) 477-2550	
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4/5/2016

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CLIFF.REPPERGER@GRAY-ROBINSON.COM

September 30, 2016

VIA HAND DELIVERY AND EMAIL:

ssuarez@cocoafl.org

Sonja Hamilton-Suarez
Purchasing Manager
Purchase Department
65 Stone St.
Cocoa, FL 32922

Re: Allied Universal Corporation Response to Bid Protest
Bid No. B-16-19-COC

Dear Ms. Hamilton-Suarez:

Enclosed please find the above-referenced Response being filed on today's date. I understand that a Protest Review Committee hearing will be held Monday, October 3, 2016. Should you have any questions or concerns in advance of the hearing, please feel free to contact me.

Sincerely,

Clifford R. Repperger, Jr.

CRR/kf

Enclosure

cc: Anthony Garganese, City Attorney
Via Email: agarganese@orlandolaw.net

CITY OF COCOA, FLORIDA
FINANCE DEPARTMENT
PURCHASING DIVISION

In re:

BID No. B-16-19-COC

Protestant Name:

ODYSSEY MANUFACTURING CO.
1484 MASSARO BLVD
TAMPA, FL 33619
_____/

ALLIED'S RESPONSE TO FORMAL BID PROTEST

ALLIED UNIVERSAL CORPORATION ("Allied"), as the awarded vendor pursuant to an award made by the City Council on September 13, 2016, in accordance with Section 15.2 A. 13. of the Financial Operations Manual of the CITY OF COCOA (the "City"), responds to the Formal Bid Protest submitted by ODYSSEY MANUFACTURING CO. ("Odyssey") as follows:

INTRODUCTION

The protest review process that followed Odyssey's submission of a Formal Bid Protest has irreparably harmed Allied and denied Allied's due process right to notice and an opportunity to be heard. That process—including unnoticed meetings of a Protest Review Committee—has been illegal, has included violations of Florida's Sunshine Law, and cannot be cured. Any irregularities in Allied's bid are minor and should be waived, while Odyssey's protest—and its bid— violates the City's bid specifications and must be rejected.

FACTS AND PROCEDURAL ISSUES RELEVANT TO AWARD AND PROTEST

1. On July 11, 2016, CITY OF COCOA, FINANCE DEPARTMENT, PURCHASING DIVISION released Invitation to Bid for BID No. B-16-19-COC—a bid for the

supply of multiple water and wastewater treatment chemicals, including sodium hypochlorite ("bleach").

2. The specifications for the supply of sodium hypochlorite under the bid documents and addenda are attached as Exhibit "A."

3. On August 11, 2016, the City opened submittals for BID # B-16-19-COC.

4. Allied was deemed to be the low bidder for the supply of sodium hypochlorite.

5. On September 13, 2016, the City Council awarded Allied the contract for supply of sodium hypochlorite. (City Council Agenda Package and Bid Tabulation Sheet for Bid # B-16-19-COC attached as Exhibit "B.")

6. On September 15, 2016, a representative of Odyssey sent an email to City Purchasing Manager Sonja D. Hamilton-Suarez that attached a Notice of Intent to Protest and Bid Protest Bond in the amount of $5,000. (September 15, 2016 communications from Odyssey to City attached as Exhibit "C.")

7. On September 19, 2016, Odyssey filed with the City a "Formal Protest Letter" executed by its General Manager, Patrick H. Allman. (Formal Protest Letter attached as Exhibit "D.")

8. Odyssey's Formal Protest Letter alleges that Allied's bid was non-compliant with the bid specifications in that it (1) failed to disclose the "% Available Chlorine" or strength of solution provided; (2) failed to acknowledge Addendum No. 2 dated August 5, 2016; and (3) included test results demonstrating that the product strength of 128 grams per liter or 12.8% exceeded bid specifications of 125 grams per liter.

9. On September 23, 2016, Ms. Hamilton-Suarez sent an email to an Allied representative advising that the "Protest Decision Committee"[1] had met "**yesterday** to formulate an official decision." (emphasis added.) The email further advised that Allied would be notified of the final decision and the impact it may have on the award by a deadline of September 30, 2016. This was the first time that Allied was officially noticed of Odyssey's Formal Bid Protest. (September 23, 2016 email from Ms. Hamilton-Suarez attached as Exhibit "E.")

10. The Protest Decision Committee is an advisory Committee of the City as defined under the City's Financial Operations Manual. The Committee is formed by the Purchasing Manager of the City and consists of the Purchasing Manager, the Director of the department initiating the bid, and the Finance Director of the City or such other persons appointed by the City Manager. The Protest Review Committee is charged with "formulat[ing] a final administrative response" and either "uphold[ing] or deny[ing] the protest." If, after a meeting of the Protest Review Committee, the protest cannot be resolved by "mutual agreement," the Protest Review Committee then forwards the protest to the City Council or the City Manager with their recommendation for final resolution. (Relevant Section of the City's Financial Operations Manual, to Section 15.2 A. 13., is attached as Exhibit "F.")

11. According to Ms. Hamilton-Suarez's email of September 23, 2016, the meeting at which the Protest Review Committee considered Odyssey's Formal Written Protest was held on September 22, 2016. The meeting was held without notice to either the public or Allied as the awarded bidder. Prior to the meeting, Allied was provided no notice of the intent to protest and no notice of the Formal Protest Letter filed by Odyssey. Allied was afforded no opportunity to be heard in response to Odyssey's Formal Protest of which Allied was unaware. In fact, Allied was

[1] Section 15.2 A. 13 of the City's Financial Operations Manual refers to the Committee as the "Protest Review Committee."

entirely unaware that a bid protest process had even been initiated by Odyssey until it received the email from Ms. Hamilton-Suarez on September 23, 2016, advising that the "Protest Decision Committee"[2] had met to formulate an official decision and that the City's attorneys were reviewing that decision.

12. In addition, the City has now confirmed to Allied that the City has "no minutes or other written materials" related to the Protest Review Committee meeting held on September 22, 2016, at which the Committee considered Odyssey's Formal Written Protest. (September 26, 2016 email from City Attorney Anthony Garganese to Allied counsel Cliff Repperger confirming that no such records exist attached as Exhibit "G.")

13. On September 27, 2016, the City provided Allied with formal written notice of a public meeting of the "Protest Decision Committee"[3] to be held on October 3, 2016. (Notice of Public Meeting attached as Exhibit "H.")

14. Allied was advised that it would be provided an opportunity to submit a response to Odyssey's protest by September 30, 2016. (*See* Exhibit "G.")

IRREPARABLE HARM/DUE PROCESS VIOLATION (ILLEGALITY OF BID PROTEST PROCESS)

A. Applicability of the Sunshine Law to the Protest Review Committee.

Florida's Sunshine Law (§ 286.011, Florida Statutes) provides that "[a]ll meetings of any board or commission . . . of any agency or authority of any . . . municipal corporation . . . at which official acts are to be taken are . . . public meetings open to the public at all times . . . ." § 286.011(1), Fla. Stat. The board or commission must publish reasonable notice of any public meeting, meet in public, and keep minutes of the meeting. *Id.* § 286.011(1), (2), Fla. Stat.

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[2] *See* footnote 1.

[3] *See* footnote 1.

Advisory/ad hoc boards and committees created by municipalities are subject to the Sunshine Law, even though their recommendations are not binding upon the entities that create them, if the committee has been delegated "decision-making authority," as opposed to mere "information-gathering or fact-finding authority." *Sarasota Citizens for Responsible Gov't v. City of Sarasota*, 48 So. 3d 755, 762 (Fla. 2010). "Where the committee has been delegated decision-making authority, the committee's meetings must be open to public scrutiny, regardless of the review procedures eventually used by the traditional governmental body." *Id.*

Agency staff-comprised purchasing-related advisory committees appointed by agency purchasing directors have specifically been found to be subject to the Sunshine Law. In *Silver Express Co. v. District Board of Lower Tribunal Trustees of Miami-Dade Community College*, 691 So. 2d 1099 (Fla. 3d DCA 1997), the college's purchasing director established a committee consisting almost exclusively of staff to review the proposals, to determine which proposals were acceptable, to rank the proposals, and to recommend a proposal to the purchasing director. *Id.* at 1100, 1101. When the third-ranked proponent challenged the closed-door evaluation, the college determined that, absent a challenge to the second-ranked proposal, the third-ranked proponent lacked standing. *Id.* at 1100.

The Third District held that the Sunshine Law applied. The Third District specifically stated, "Governmental advisory committees which have offered up structured recommendations such as here involved—*at least those recommendations which eliminate opportunities for alternative choices by the final authority, or which rank applications for the final authority*—have been determined to be agencies governed by the Sunshine Law." *Id.* at 1101 (emphasis added).

As to staff committees generally, in *News-Press Publishing Co., Inc. v. Carlson*, 410 So. 2d 546 (Fla. 2d DCA 1982), the board of directors of a public hospital established an internal budget committee to receive budget requests and prepare a budget proposal. The board adopted the proposal with little discussion. *Id.* at 547. The Second District explained that, when "public officials delegate de facto authority to act on their behalf in the formulation, preparation, and promulgation of plans on which foreseeable action will be taken by those public officials, those delegated that authority stand in the shoes of such public officials," and the Sunshine Law applies. *Id.* at 547-48. And it noted that "staff is normally not included within the Sunshine Law," but explained that, when staff "put on their committee 'hat' . . . and discuss, deliberate, decide, and take action to formulate a proposed budget, . . . these meetings constitute official acts which are an indispensable requisite to formal action." *Id.* at 548, 549. Likewise, in *Wood v. Marston*, 442 So. 2d 934 (Fla. 1983), the Court determined that the Sunshine Law applied to an ad hoc advisory committee appointed by a university president to screen applications and make recommendations for the position of law school dean, because the committee, in deciding which applicants to reject from further consideration, performed a policy-based, decision-making function. *Accord* Op. Att'y Gen. Fla. 84-70 (1984) (concluding that a staff-comprised county employee grievance committee making non-binding recommendations subject to the Sunshine Law).

Here, by way of the City's adoption of its Financial Operations Manual, the City Council has delegated to the Protest Review Committee the duty to "formulate a final administrative response, which will uphold or deny the protest." (*See* Exhibit "F"). Alternatively, the Financial Operations Manual delegates the authority to forward a recommendation for final resolution to the City Council or City Manager. There is no doubt that the character and purpose of the City's

Protest Review Committee falls squarely in line with the advisory/ad hoc committees described above which have been found to be subject to the Sunshine Law.

B. Irreparable Harm/Due Process Violation as to Allied.

It is well-established that an administrative agency may not deprive a person of a right or benefit without due process of law. *See Mathews v. Eldridge,* 424 U.S. 319 (1976); *Goldberg v. Kelly,* 397 U.S. 254 (1970). Procedural due process includes the right to reasonable notice and an opportunity to be heard, *see Goss v. Lopez,* 419 U.S. 565 (1975), as well as a right to a decision by an impartial tribunal, *see Ward v. Vill. of Monroeville,* 409 U.S. 57 (1972); *Ridgewood Props., Inc. v. Dep't of Cmty. Affairs,* 562 So. 2d 322 (Fla. 1990). As to competitive bidding, the Florida Supreme Court has stated, that the purpose of a fair competitive bidding process is to "protect . . . the public against collusive contracts and prevent favoritism toward contractors by public officials and . . . to secure fair competition upon equal terms to all bidders, [to] remove temptation on the part of public officers to seek private gain at the taxpayers' expense, . . . and [rules implementing a competitive bid process] should receive a construction always which will fully effectuate and advance their true intent and purpose and which will avoid the likelihood of same being circumvented, evaded, or defeated." *Webster v. Belote*, 103 Fla. 976, 981-82 (Fla. 1931).

Here, as outlined above, Allied was the awarded vendor of the contract to supply sodium hypochlorite to the City pursuant to the City Council's approval on September 13, 2016. As such, Allied had a substantial and bona fide interest in the bid award and any challenge filed regarding the same. The City's Protest Review Committee initially met to consider Odyssey's

Formal Bid Protest on September 22, 2016. [4] As admitted by Ms. Hamilton-Suarez, the purpose of the Protest Review Committee meeting was to "formulate an official decision." (*See* Exhibit "E"). Ms. Hamilton-Suarez goes on to state that the City's attorneys were "reviewing the protest **and the decision**." (*See* Exhibit "E") (emphasis added). It is clear from Ms. Hamilton-Suarez's email that the Protest Review Committee met on September 22, 2016, and rendered an "official decision" as to Odyssey's Formal Bid Protest. While Allied as of the filing of this Response does not know the content or effect of the "official decision," it has reason to believe that the Protest Review Committee decided that Odyssey's protest had merit.

Though Allied was the vendor awarded the contract to supply sodium hypochlorite, it was provided neither notice of the Protest Review Committee meeting nor an opportunity to file a response to Odyssey's Formal Bid Protest in advance of the Protest Review Committee's meeting on September 22, 2016. Moreover, though the Protest Review Committee is an advisory/ad hoc committee subject to the Sunshine Law, there was no public notice of, nor minutes taken at, the meeting held on September 22, 2016. In fact, there are apparently no public records of any kind, "other than the bid protest and other documents related to the subject bid"[5] memorializing the meeting.

The failure of the City to provide advance notice of the Protest Review Committee's meeting or to provide an opportunity for Allied to submit a response to Odyssey's Formal Bid Protest before an official decision was rendered violated Allied's due process rights to a fair hearing related its previously awarded entitlement. Additionally, the fact that the Protest Review Committee considered and previously rendered an "official decision" without any input or

[4] The City's initial Protest Review Committee was comprised of Utilities Director, Jack Walsh, Chief Operator of the Dyal Water Treatment Plant, Troy Howell, Finance Director, Teri Butler, and Purchasing Manager, Sonya Hamilton-Suarez.

[5] (See Exhibit "G").

information from Allied has highly prejudiced Allied against having a meaningful opportunity to be heard on the matter moving forward. The process of rendering an "official decision" before a fair and meaningful hearing could be held has so thoroughly tainted the proceedings that it will be impossible for Allied to receive fair consideration from a subsequently established Protest Review Committee (comprised of City staff members presumably appointed by the City Manager), as has been planned by the City. It is all but certain that any subsequently established Protest Review Committee will be aware of the prior "official decision" by the former Protest Review Committee, and that its knowledge of that decision will color its deliberations. If the former Protest Review Committee found that Odyssey's protest had merit, it will be impossible for Allied to receive a fair hearing from another Protest Review Committee with this knowledge.

Finally, because the Protest Review Committee illegally met on September 22, 2016, in violation of the Sunshine Law, any action taken by it is void *ab initio*. *Silver Express Co*, 691 So. 2d 1099, 1100; *see Town of Palm Beach v. Gradison,* 296 So. 2d 473, 477 (Fla. 1974) (concluding that a mere showing that the Sunshine Law has been violated constitutes irreparable public injury and renders the action taken void *ab initio*). And, because the entire bid protest process has been irreparably tainted by the illegal meeting held on September 22, 2016, and by the formulation of an illegal "official decision," any subsequent proceeding or action by the a second Protest Review Committee is likewise tainted and void *ab initio*. The illegal nature of these proceedings now requires the City either to reject Odyssey's protest or to reject all bids and begin the bid process anew.

C. City's Attempt to Cure Insufficient.

The City has advised that it intends to establish a second Protest Review Committee.[6] The second Protest Review Committee will be comprised of Assistant City Manager Matt Fuhrer, Director of Public Works, Ed Wegeriff, and Accounting Manager, Anne Quesada. The intended membership of this Second Protest Review Committee includes individuals who either oversee or work in direct contact with administrative staff members of the initial Protest Review Committee. For example, Ms. Quesada is an employee in the Finance Department, over which Teri Butler (a member of the initial Protest Review Committee) is the Director.

A violation of the Sunshine Law is only curable if the ultimate decision-maker takes "final, independent action in the sunshine that is not a ceremonial acceptance or perfunctory ratification of secret decisions." *Monroe Cty. v. Pigeon Key Historical Park, Inc.*, 647 So. 2d 857, 868 (Fla. 3d DCA 1994) (citing *Tolar v. Sch. Bd. of Liberty Cty.*, 398 So. 2d 427, 429 (Fla. 1981)); *accord Finch v. Seminole Cty. Sch. Bd.*, 995 So. 2d 1068, 1073 (Fla. 5th DCA 2008) ("[U]nder *Tolar*, a full, open and independent public hearing of the disputed issue can remedy the earlier violation."). In other words, the ultimate decision-maker must engage in a "full reexamination of the issues" in a public meeting. *Zorc v. City of Vero Beach*, 722 So. 2d 891, 903 (Fla. 4th DCA 1998). However, the doctrine of cure is inapplicable and does not apply when the later action amounts to a "perfunctory ratification" or "ceremonial acceptance" of the void act. *Anderson v. City of St. Pete Beach*, 161 So. 3d 548, 552 (Fla. 2d DCA 2014); *see also Citizens for Sunshine, Inc. v. Sch. Bd. of Martin Cty.*, 125 So. 3d 184, 189 (Fla. 4th DCA 2013) (concluding that Sunshine Law violations can be cured by independent, final action in the

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[6] Correspondence from City Attorney Anthony Garganese to Allied and Odyssey representatives dated September 29, 2016 attached as Exhibit "I."

sunshine, but not mere ceremonial acceptance or perfunctory ratification of secret actions and decisions).

Here, the City cannot cure the illegal actions of the first Protest Review Committee by simply convening a second Protest Review Committee comprised of administrative staff members who are either subordinate or supervisory in capacity to the initial Protest Review Committee. At best, the proceedings of the second Protest Review Committee will be tainted with an appearance of impropriety due to the composition of the membership of the committee and the likelihood that an official decision against Allied has already been rendered. At worst, and more likely, the members of the second Protest Review Committee are well aware that an "official decision" detrimental to Allied's interests has been rendered and will be subject to the administrative staff pressure to uphold that flawed decision. In either case, it is impossible for Allied to obtain a fair hearing at this stage. The City cannot unring the bell of its initial Protest Review Committee's "official decision" by convening a second Protest Review Committee in the sunshine. The second Protest Review Committee's actions will be nothing more than a ceremonial acceptance or perfunctory ratification of the "official decision" of the initial Protest Review Committee. As such, the City's attempt to cure the illegality of the initial Protest Review Committee action is insufficient, and Allied strongly objects to this proceeding.

ALLIED'S DEVIATION FROM BID SPECIFICATIONS IS MINOR

Odyssey's Formal Protest Letter alleges that Allied's bid was non-compliant with the bid specifications on the grounds that it (1) failed to disclose the "% Available Chlorine" or strength of solution provided; (2) failed to acknowledge Addendum No. 2 dated August 5, 2016; and (3) included test results demonstrating that the product strength of 128 grams per liter or 12.8%

exceeded bid specifications of 125 grams per liter. The City, however, must have deemed these minor irregularities, as staff recommended and the City Council approved an award to Allied.

As to items (1) and (2), the deficiencies are merely clerical omissions that have no practical effect on the supply of the product. Allied submitted independent sample analysis results with its bid which demonstrate the content percentages of the product parameters. The failure to disclose the "% Available Chlorine" or acknowledge Addendum No. 2 is cured by the provision of the independent sample results, and are minor irregularities that should be waived.

As to item (3), the concentration differential between 125 grams per liter and 128 grams per liter—a difference of 2.4 percent—is not so significant as to appreciably affect chlorate formation. Chlorate formation will be affected by several variables, including the manufacturing process and parameters and contaminant levels—and not merely the grams-per-liter measure. Allied's bleach, moreover, is typically 600 to 800 ppm chlorate—20% of the NSF 60 Standard.

ODYSSEY'S DEVIATION FROM SPECIFICATIONS

In its Formal Protest Letter of September 19, 2016, Odyssey argues in great detail for strict adherence to bid specifications. General Manager Patrick Allman states in part that:

> Public Purchasing demands integrity and it is a slippery slope where one draws the line as to what omissions are acceptable and which ones are not. What if a Bidder fails to sign the bid form but signed all of the other forms? What if a Bidder fails to provide a non-collusion affidavit form with their bid? What if they provide it but fail to get it notarized? What if a Bidder fails to provide the Drug-Free Workplace Form with their bid? At what point to (sic) you draw the line? Unfortunately, Public Purchasing has no room for discretion if one wants to maintain an appearance of absolute integrity and full disclosure. You either properly filled out the bid forms or you didn't. **You either meet the specification or you don't.**

(*See* Exhibit "D") (emphasis added).

Given Odyssey's emphasis on the importance of strict adherence to bid specifications, it is quite remarkable to discover that **Odyssey's own bid fails to comply with the City's bid**

specifications. The third-party independent analysis of Odyssey's sodium hypochlorite, submitted by Odyssey, reflects a Calculated pH value of "13.0." (Odyssey Third Party independent analysis result attached as Exhibit "J.") **The bid specifications for sodium hypochlorite released by the City with Bid No. B-16-19-COC clearly provide that the "pH of the sodium hypochlorite solution shall not exceed 12.7 units."** (*See* Exhibit "B") (emphasis added). Therefore, Odyssey's bid fails to comply with the City's bid specifications.

Given Odyssey's insistence on rigid adherence to bid specifications, Allied would expect Odyssey to withdraw its bid from further consideration. If it fail to do so, Odyssey's Formal Protest must be rejected because its own its bid submission and sodium hypochlorite fail to comply with the City's specifications. A party protesting the award of a government contract to a low bidder must be prepared to show not only that low bid was deficient, but also that protestor's own bid is not defective. *Intercontinental Props., Inc. v. State Dep't of Health & Rehab. Servs.*, 606 So. 2d 380 (Fla. 3d DCA 1992).

WHEREFORE, ALLIED UNIVERSAL CORPORATION respectfully requests that the CITY OF COCOA Protest Review Committee recommend that the City Council uphold the City Council's initial award of Bid # B-16-19-COC to ALLIED UNIVERSAL CORPORATION or, in the alternative, reject all submitted bids and start the bid process anew.

Dated: September 30, 2016.

Respectfully submitted,

Clifford R. Repperger, Jr., Esquire
George N. Meros, Jr., Esquire
Andy Bardos, Esquire
GrayRobinson, P.A.
1795 W. NASA Blvd.
Melbourne, Florida 32901
Attorneys for:
ALLIED UNIVERSAL CORPORATION

Section 00310-G

Specification
Sodium Hypochlorite

1.0 Scope of Work

The Supplier shall provide and deliver sodium hypochlorite solution to the Jerry Sellers Water Reclamation Facility 375 N. Cocoa Blvd. in the City of Cocoa, Florida as well as the Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida. The estimated annual quantity is the volume in gallons of sodium hypochlorite solution required to provide 100,000 pounds of available chlorine to the Jerry Sellers Water Reclamation Facility and approximately 400,000 pounds/gallons to the Claude H. Dyal Water Treatment Plant. The pounds of available chlorine in the supplied solution will be determined from the chemical analysis provided by the Supplier.

2.0 Bidder Qualification

Each Bidder shall submit a chemical analysis of their product with their bid. The analysis shall be performed by an independent and qualified laboratory to verify that the sodium hypochlorite solution meets the specified physical requirements.

3.0 Physical Requirements

The Supplier shall furnish liquid sodium hypochlorite in accordance with the American Water Works Association (AWWA) Standard B-300-99 or latest revision, except as modified herein.

Sodium hypochlorite solution shall contain not less than 100 grams per liter available chlorine (designated as 10 trade percent) and not more than 125 grams per liter available chlorine (designated as 12.5 trade percent)

Copper content of the sodium hypochlorite shall be limited to a maximum of 0.03 mg/L.

Iron content of the sodium hypochlorite shall be limited to a maximum of 0.3 mg/L.

Bromate content of the sodium hypochlorite shall be limited to a maximum of 20.0 mg/L.

pH of the sodium hypochlorite solution shall not exceed 12.7 units.

The suspended solids in the sodium hypochlorite delivered under this purchase order shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.

4.0 Delivery Requirements

The Supplier will make bulk deliveries of approximately 4500 gallons within five (5) working days after receipt of order. Bulk delivery tankers shall be clean and free of any

residue that may contaminate the product or result in the failure of the City's chemical feed equipment.

The Supplier shall be responsible for any spills resulting from the failure of the Supplier's delivery equipment. The Supplier's personnel shall continually observe the unloading operation and immediately respond to problems or emergencies. Unloading will cease at a level dictated by the City's representative and in no case exceed the over flow level of the chemical storage tanks. All hoses, valves, connections etc. will be maintained in such a manner as to prevent leaks during the unloading operation.

The Supplier will take immediate and appropriate action to clean up any spills in accordance with all State and Federal requirements. If the Supplier fails to take the appropriate actions to clean up any spilled liquid, the purchaser will hire a certified hazardous material handling company to clean the spill, the cost of such service will be charged to the Supplier.

Delivery shall be made to the Jerry Sellers Water Reclamation Facility, 375 North Cocoa Blvd., Cocoa, Florida
as well as the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

Deliveries will be made between the hours of 7:00 A.M. and 4:00 P.M., Monday through Friday. Deliveries at other times, or during the weekend, will require prior approval of the facility superintendent.

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City. The report shall contain the date and time of manufacture, percent by weight of sodium hypochlorite, percent by weight of excess sodium hydroxide, and specific gravity (referenced to temperature). Deliveries will not be accepted unless accompanied by the certified laboratory report for the specific batch of sodium hypochlorite delivered.

The City of Cocoa reserves the right to reject, at the Suppliers expense, any shipments that fail to meet the Bid Specifications.

5. 0 Basis of Award

Bidders shall submit a price for the cost per gallon of sodium hypochlorite solution. Cost per gallon will be used as the basis of record keeping and payments throughout the duration of the contract.
However, award of contract will be based upon the lowest cost per pound of chlorine available in the Bidders sodium hypochlorite solution.

Finance Department
Purchasing Division
65 Stone Street | Cocoa, FL 32922
Phone: (321) 433-8833

July 12, 2016

ADDENDUM # 1

To the Bidding/Contract Documents and Specifications:

BID # B-16-19-COC

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the Water & Wastewater Treatment Chemicals project, as fully and completely as if the same were fully set forth therein.

1. Soda Ash and Liquid Chlorine were added to this solicitation in error and are not being considered for this project. Please strike all reference to Soda Ash and Liquid Chlorine from the bid package documents. Any bids received for soda ash or liquid chlorine will be invalid. A bid for soda ash and/or liquid chlorine and other chemicals requested as part of this bid will still be considered valid, and the soda ash and/or liquid chlorine bid will be disregarded.

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or ssuarez@cocoafl.org.

S. D. Hamilton-Suarez
Purchasing & Contracts Manager

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

August 5, 2016

ADDENDUM #2

To the Bidding/Contract Documents and Specifications:

BID # B-16-19-COC

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the Water & Wastewater Treatment Chemicals project, as fully and completely as if the same were fully set forth therein.

1. Within this addendum are questions and answers submitted between 7/11/16 and 8/4/16

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or ssuarez@cocoafl.org.

Sonja Hamilton-Suarez
Purchasing & Contracts Manager

Q&A:

1. Our current insurance policy is a "fronted" policy with a "named peril time element" built into the GL. Will that satisfy the City's environmental insurance requirement?

A. The City Attorney and Finance Director find the City's policy for Environmental Insurance shall be complied with, word for word, when a notice to proceed/PO is issued.

2. Would a $1,000 deductible for our GL policy be ok, since our company will be assuming the risk and not the City?

A. The City Attorney decided against allowing for an exception to the City's policy.

Note Please see pages 55-57 of the invitation to bid documents for insurance requirements.

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1. Does the City in fact want the bleach [sodium hypochlorite] strength not less than 120 grams but not to exceed 125 grams per liter as it shows on page 40 of 75 section 5.0

Usually bids set minimums but not maximums, since if the supplier provides a stronger product it would save money to the purchaser.

A. That is correct. The spec is written for several reasons:

1. The 120 grams of available chlorine equates to 1 pound/gallon available chlorine. This is important for dosing since we set up our feed equipment to feed in lbs. per day. This allows us to use gallons/ lbs.

2. We need the same oxidizing power.

3. Regulations for maximum contaminant levels or MCLs per the FDEP.

4. And finally when the ratios of constituents changes in the sodium hypochlorite, more chlorate is formed during decomposition. When the bleach is greater than the 125 g. chlorate forms much quicker and we don't want chlorate in our drinking water.

END

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

To: Troy Howell, Superintendent

From: Sonja Suarez, Purchasing Manager

Date: 8/11/16

Re: **Bid #B-16-19-COC, Water & Wastewater Treatment Chemicals**

Bids for the subject offering were opened on August 11, 2016 at 3:00 p.m. Purchasing sent out two hundred eight (208) invitations and notifications to bid and received eleven (11) responses from thirty-four (34) plan holders.

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

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

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

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: August 11, 2016

BID NUMBER: B-16-19-COC Water & Wastewater Treatment Chemicals

VENDOR	00019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	Section	Description	Unit	Quantity	Unit Cost	Extension	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	Receipt of Addendum
Allied Universal Corp. 3901 NW 115 Ave Miami, FL 33178	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	1
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$.459/991	$784,258.88							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Cheney Lime & Cement Co. P.O. Box 57605 Jacksonville, FL 32241	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$183.50	$1,423,042.50	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$183.50	$1,192,750.00							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							

Hawkins, Inc. 2263 Clark St. Apopka, FL 32703	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$500.00	$70,000.00							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa, FL 33619	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$.464/991	$792,802.00							
							Sodium Hypochlorite(% Available Chlorine/LB.)				12.50%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Thatcher Co. 1905 Fortune Road Salt Lake City, UT 84104	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$185.87 Dry Basis (18% Fe Equivalent)	$327,131.20							

Harcros Chemicals, Inc. 5132 Trenton St. Tampa, FL 33619	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$480.00	$67,200.00							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Kemira Water Solutions, Inc. 4321 W. 6th St. Lawrence, KS 66049	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	Y	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$171.00 per dry ton	$300,960.00							
Tanner Industries, Inc. 735 Davisville Road Southampton, PA 18966	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	Y	Y	Y	Y	Y	Y	1
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$1,480.00	$118,400.00							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Airgas 2530 Sever Road, Suite 300 Lawrenceville, GA 30043	Y	NA	Y	N	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	N	Y	Y	Y	Y	N
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$178.25	$199,640.00							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							

Brenntag Mid-South 250 Central Florida Parkway Orlando, FL 32824	NO BID	NO BID	NO BID	NO BID	NO BID													
	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$306.94	$2,380,319.70	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$306.94	$1,995,110.00							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
Lhoist North America 1479 Town Center Dr. ste 229						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
Lakeland, FL 33803							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							

Sonja D. Hamilton-Suarez

From: Tiffany Thaxton <TThaxton@odysseymanufacturing.com>
Sent: Thursday, September 15, 2016 4:14 PM
To: Sonja D. Hamilton-Suarez
Cc: 'Pat Allman'
Subject: Protest Letter
Attachments: Scan_2016_09_15_15_35_50_374.pdf

Sonja,

Please find attached our Protest Notice & Bond. The original will be delivered to your office on Friday 9/16/16. Thank you.

Tiffany T.
Admin. Assistant
Odyssey Mfg. Co.
1484 Massaro Blvd.
Tampa, Fl 33619
p 813-635-0339
f 813-630-2589

Click here to report this email as spam.

EXHIBIT "C"

ODYSSEY
MANUFACTURING CO.

September 15, 2016

Ms. Sonja D. Hamilton-Suarez
Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: **BID #B-16-19-COC – Water & Wastewater Treatment Chemicals**

Encl: (1) Bid Bond in the Amount of $5,000

Dear Ms. Hamilton-Suarez,

As a follow-up to our previous communications, the purpose of this letter is to issue a Notice of Intent to Protest ("Protest Notice") with respect to Odyssey's intention to file a post-award protest for the City of Cocoa Bid B-16-19-C (Water and Wastewater Treatment Chemicals). The protest is for the supply of sodium hypochlorite only and does not impact the other chemicals that were bid and is being filed within the seventy-two (72) hours of the City Council decision to award this bid to Allied Universal in lieu of Odyssey Manufacturing Co.

Thanks for your consideration. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 or visit our website @www.odysseymanufacturing.com.

Sincerely,

Patrick H. Allman
General Manager

Bond Number: 106589259

Bid Protest Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, Odyssey Manufacturing Co., organized and existing under the laws of the State of DE, and duly authorized to do business in the State of Florida and having its principal place of business at 1484 Massaro Blvd., Tampa, FL 33619, as PRINCIPAL; and Travelers Casualty and Surety Company of America, a surety company organized under the laws of the State of CT, and duly authorized to do business in the State of Florida, whose principal place of business is 1 North Dale Mabry Hwy, Tampa, FL 33609 as SURETY, are held and firmly bound unto the City of Cocoa, Florida as OBLIGEE in the amount of Five Thousand and no/100 Dollars ($5,000.00) for the payment of which sum we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

This Bond is issued under provisions of Sec.287.042(2)(c) Florida Statutes. The above-named principal has initiated an administrative protest regarding the City of Cocoa's bid solicitation, bid rejection or contract award for Water & Wastewater Treatment Chemicals Project; Bid No.: B-16-19-COC, which protest is conditioned upon the posting of a bond. The bond shall be conditioned upon the payment of all costs which may be adjusted against the person filing the protest in the administrative hearing in which the action is brought and any subsequent appellate court proceeding.

Now, therefore, the condition of this Bond is that if the Principal, after conclusion or termination of the administrative hearing process and/or any appellate court proceedings regarding the protest, shall satisfy all costs and charges allowed by final order and or judgement, and interest thereon, in the event the Obligee prevails, then the obligation shall be null and void; otherwise to remain in full force and effect.

The Obligee may bring an action in a proper court on this bond for the amount of such liability, including all costs and attorney's fees.

Signed and Sealed this 15th day of September, 2016.

Odyssey Manufacturing Co.

By:

Name and Title: Patrick Allman, Gen. Mgr.

Travelers Casualty and Surety Company of America

By:

David B. Shick
Attorney-In-Fact and
Florida Resident Agent

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231239

Certificate No. 006944401

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David B. Shick

of the City of Tampa, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of August, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 18th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-5-16 Printed In U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

City of Cocoa/ Purchasing Dept
Date: 9/20/16 Time: 1004 hrs
Initials: jma

ODYSSEY
MANUFACTURING CO.

September 19, 2016

Ms. Sonja D. Hamilton-Suarez
Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: **BID #B-16-19-COC – Water & Wastewater Treatment Chemicals**
FORMAL PROTEST LETTER

Encl: (1) Allied Universal Bid Form for Subject Bid
(2) BID #B-16-19-COC Addendum No. 2
(3) BID #B-16-19-COC Sodium Hypochlorite Specification
(4) Allied Universal Sample Results dated 6/29/16

Dear Ms. Hamilton-Suarez,

As a follow-up to our Notice of Intent to Protest ("Protest Notice") letter dated September 15, 2016, the purpose of this letter is to file a formal post-award protest for the City of Cocoa Bid B-16-19-C (Water and Wastewater Treatment Chemicals). The protest is for the supply of sodium hypochlorite (a.k.a. "bleach") only and does not impact the other chemicals that were bid and is being filed within the ten (10) days of our Protest Notice based on the City Council decision to award this bid to Allied Universal Corporation ("Allied") in lieu of Odyssey Manufacturing Co. ("Odyssey") on September 13, 2015.

Allied bid contains three significant omissions/non-compliance issues any of which should have resulted in their bid being disqualified or rejected as these were not "minor irregularities". Enclosure (1) shows that Allied failed to disclose the "% Available Chlorine" or strength of the solution they were providing and left this information off of the bid. Also on Enclosure (1), Allied failed to acknowledge Addendum No. 2 dated August 5, 2016. Addendum No. 2 specifically addressed the sodium hypochlorite strength issue and stated in response to a question that the sodium hypochlorite strength must be between "120 – 125 grams per liter" which is equivalent to 12.0% - 12.5% (see Enclosure (2)). The Specification had originally specified a range of 10.0% - 12.5% (see Enclosure (3)). After Addendum No. 2 was issued, Odyssey raised the price it was intending on bidding since it had to supply 20% more active ingredient in its proposed sodium hypochlorite supply. Allied further submitted third party sample results for their product showing their strength was 128 grams per liter or 12.8% (see Enclosure (4)). Addendum No. 2 stated specifically stated that Cocoa did not want bleach greater than 12.5%: "When the bleach is greater than 125 grams per liter

chlorate forms much quicker and we don't want chlorate in our drinking water." Chlorate is a recognized carcinogen by the EPA. Enclosure (3) specifically stated that the purpose of this third party sample was to ". . . verify that the sodium hypochlorite solution meets the specified physical requirements." What is the purpose of submitting the third party sample if it will not be used in the manner stated?

Addendum No. 2 not only had a major impact on the bid price of sodium hypochlorite but specifically addressed and changed the strength requirements of the sodium hypochlorite. Allied's omissions relative to acknowledging this Addendum and disclosing their strength and the submission of sample results showing non-compliance of the strength are thus very significant and not "minor irregularities".

The difference in the bid price between Odyssey @$.464 per gallon and Allied @.459 per gallon was insignificant although we would argue this is immaterial to the issues we have presented here. Instead, Allied's omissions and apparent failure to meet the Specification all revolving around a single major issue should result in their bid being disqualified. Public Purchasing demands integrity and it is a slippery slope where one draws the line as to what omissions are acceptable and which ones are not. What if a Bidder fails to sign the bid form but signed all of the other forms? What if a Bidder fails to provide a non-collusion affidavit form with their bid? What if they provide it but fail to get it notarized? What if a Bidder fails to provide the Drug-Free Workplace Form with their bid? At what point to you draw the line? Unfortunately, Public Purchasing has no room for discretion if one wants to maintain an appearance of absolute integrity and full disclosure. You either properly filled out the bid forms or you didn't. You either meet the specification or you don't. You either turned in the bid in on time or you didn't. We request that our protest be upheld and the sodium hypochlorite bid be awarded to Odyssey Manufacturing Co.

Thanks for your consideration. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 if we can provide further assistance. We appreciate the opportunity to continue to serve the sodium hypochlorite needs of the City of Cocoa along with the other Brevard County Purchasing Cooperative members. Additionally, we agree to extend our current sodium hypochlorite supply agreement that expires on September 30, 2016 by up to sixty (60) days to allow the City of Cocoa enough time to properly go through its protest procedures.

Sincerely,

Patrick H. Allman
General Manager

SECTION 00300
BID FORM
Water & Wastewater Treatment Chemicals
BID NO. B-16-19-COC

Proposal of **Allied Universal Corporaiton**
(Name)
3901 NW 115 Avenue., Miami, FL 33178
(Address)

to furnish all materials, service, equipment, and labor required, for the **Water & Wastewater Treatment Chemicals** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Section	Description	Unit	Qty	Unit Cost	Extension
00310-A	**Liquid Chlorine**	**TON**	**400**	$ **Removed per Addendum #1, 7/12/16**	$
00310-B	**Quick Lime 3/8" Pebble**	**TON**	**7,755**	$ **NO BID**	$
	Quick Lime 3/4" Pebble	**TON**	**6,500**	$ **NO BID**	$
00310-C	**Soda Ash**	**TON**	**2,000**	$ **NO BID**	$
00310-D	**Anhydrous Ammonia**	**TON**	**80**	$ **NO BID**	$
00310-E	**Hydrofluosilicic Acid**	**TON**	**140**	$ **NO BID**	$
00310-F	**Carbon dioxide**	**TON**	**1120**	$ **NO BID**	$
00310-G	**Sodium Hypochlorite**	**GAL**	**1,708,625**	**$.459/gallon**	**$784,258.88**
	Sodium Hypochlorite (% Available Chlorine/LB.)				**%**
00310-H	**Ferric Sulfate**	**TON**	**1760**	$ **NO BID**	$

IF YOU ARE NOT BIDDING ON A SECTION ABOVE PLEASE NOTE: N/B = NO BID.
FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within one (1) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in one hundred thirty-six (136) days with completion in one hundred fifty (150) days from notice to proceed.

2) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

3) **FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY**
All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative participants FOB points and participating quantities are shown in the following chart (see Table "A" below).

TABLE A
BCPEPC WATER & WASTE WATER TREATMENT CHEMICALS
ANNUAL QUANTITIES BY AGENCY

Section #	Description	Unit	COCOA	BREVARD COUNTY	CAPE CANAVERAL	COCOA BEACH	PALM BAY	TITUSVILLE
00310-A	Liquid Chlorine	TON	400					
00310-B	Quick Lime 3/8" Pebble	TON	6,500	155				1,100
	Quick Lime 3/4" Pebble	TON	6,500					
00310-C	Soda Ash	TON	2,000					
00310-D	Anhydrous Ammonia	TON	70					
00310-E	Hydrofluosilicic Acid	TON	175	.5			27.5	11.5
00310-F	Carbon dioxide	TON	1,000	48				72
00310-G	Sodium Hypochlorite	GAL	480,000	600,000	45,625	160,000	200,000	223,000
00310-H	Ferric Sulfate	TON	1,100	70				

DESTINATION OF PARTICIPATING BCPEPC MEMBERS.

AGENCY NAME	DELIVERY ADDRESS
CITY OF COCOA	28400 S.R. 520, Christmas, FL 32709 375 N. Cocoa Blvd, Cocoa, FL 32922 *
BREVARD COUNTY	2262 High Drive, Mims, FL 32754 334 Egret Circle, Barefoot Bay, FL 32976 3205 Australian Way, Mims, FL32754 * 3710 Juanita Street, Cocoa, FL 32927 * 3630 N. Courtenay Pkwy, Merritt Island, FL 32953 * 10001 N. Wickham Road, Melbourne, FL 32940 * 2800 S. A1A Highway, Melbourne Beach, FL 32951 * 7773 Dottie Drive, Barefoot Bay, FL 32976 *
CITY OF CAPE CANAVERAL	601 Thurm Blvd, Cape Canaveral, FL 32920 *
CITY OF COCOA BEACH	1600 Minutemen Cswy, Cocoa Beach, FL 32931*
CITY OF PALM BAY	1105 Clearmont Street NE, Palm Bay, FL 32905 Bldgs. F,H and I 1080 Clearmont Street NE, Palm Bay, FL 32905 645 Nash Street, Palm Bay, FL 32907 2200 Sandy Pines, Palm Bay, FL 32907 250 Osmosis Drive, Palm Bay, FL 32907
CITY OF TITUSVILLE	2836 Garden Street, Titusville, FL 32796 1105 buffalo road, Titusville, FL 32796 * 4800 Deep Marsh Road, Titusville, FL 32870 *
* Sodium Hypochlorite only	

4) The City reserves the right to increase or decrease these estimated quantities as needed.

5) Contract is for period from October 1, 2016 through September 30, 2017. Contract is renewable for two (2) consecutive twelve (12) month periods, at the same rates, not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6) The City shall receive shipments as required on an as needed basis throughout the year.

7) POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN SECTION 00300 BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR "NO BID".

Receipt of Addenda Number(s) 1 is acknowledged.

Dated this 4 day of August, 2016.

Allied Universal Corporation
(Company or Corporation Name)

3901 NW 115 Avenue
(Street or P.O. Box)

Miami, FL 33178
(City, State and Zip Code)

305-888-2623
(Area Code and Phone Number)

786-522-0215
(Area Code and Fax Number)

CristyM@Allieduniversal.com
Bids@Allieduniversal.com
(Email Address)

By **Cristhianne Munguia, Bid Coordinator**
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Cristhianne Munguia who, after first being sworn by me,

affixed his/her signature in the space provided above on this **4th** day of **August**, **2016**.

(Notary Public)

My commission Expires:

ANDREA L SMITH
MY COMMISSION # FF 203413
EXPIRES: April 28, 2019
Bonded Thru Notary Public Underwriters

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

August 5, 2016

ADDENDUM #2

To the Bidding/Contract Documents and Specifications:

BID # B-16-19-COC

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the Water & Wastewater Treatment Chemicals project, as fully and completely as if the same were fully set forth therein.

1. Within this addendum are questions and answers submitted between 7/11/16 and 8/4/16

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or ssuarez@cocoafl.org.

Sonja Hamilton-Suarez
Purchasing & Contracts Manager

Q&A:

1. Our current insurance policy is a "fronted" policy with a "named peril time element" built into the GL. Will that satisfy the City's environmental insurance requirement?

A. The City Attorney and Finance Director find the City's policy for Environmental Insurance shall be complied with, word for word, when a notice to proceed/PO is issued.

2. Would a $1,000 deductible for our GL policy be ok, since our company will be assuming the risk and not the City?

A. The City Attorney decided against allowing for an exception to the City's policy.

Note Please see pages 55-57 of the invitation to bid documents for insurance requirements.

---

1. Does the City in fact want the bleach [sodium hypochlorite] strength not less than 120 grams but not to exceed 125 grams per liter as it shows on page 40 of 75 section 5.0

Usually bids set minimums but not maximums, since if the supplier provides a stronger product it would save money to the purchaser.

A. That is correct. The spec is written for several reasons:

1. The 120 grams of available chlorine equates to 1 pound/gallon available chlorine. This is important for dosing since we set up our feed equipment to feed in lbs. per day. This allows us to use gallons/ lbs.

2. We need the same oxidizing power.

3. Regulations for maximum contaminant levels or MCLs per the FDEP.

4. And finally when the ratios of constituents changes in the sodium hypochlorite, more chlorate is formed during decomposition. When the bleach is greater than the 125 g, chlorate forms much quicker and we don't want chlorate in our drinking water.

END

Section 00310-G

Specification
Sodium Hypochlorite

1.0 Scope of Work

The Supplier shall provide and deliver sodium hypochlorite solution to the Jerry Sellers Water Reclamation Facility 375 N. Cocoa Blvd. in the City of Cocoa, Florida as well as the Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida. The estimated annual quantity is the volume in gallons of sodium hypochlorite solution required to provide 100,000 pounds of available chlorine to the Jerry Sellers Water Reclamation Facility and approximately 400,000 pounds/gallons to the Claude H. Dyal Water Treatment Plant. The pounds of available chlorine in the supplied solution will be determined from the chemical analysis provided by the Supplier.

2.0 Bidder Qualification

Each Bidder shall submit a chemical analysis of their product with their bid. The analysis shall be performed by an independent and qualified laboratory to verify that the sodium hypochlorite solution meets the specified physical requirements.

3.0 Physical Requirements

The Supplier shall furnish liquid sodium hypochlorite in accordance with the American Water Works Association (AWWA) Standard B-300-99 or latest revision, except as modified herein.

Sodium hypochlorite solution shall contain not less than 100 grams per liter available chlorine (designated as 10 trade percent) and not more than 125 grams per liter available chlorine (designated as 12.5 trade percent)

Copper content of the sodium hypochlorite shall be limited to a maximum of 0.03 mg/L.

Iron content of the sodium hypochlorite shall be limited to a maximum of 0.3 mg/L.

Bromate content of the sodium hypochlorite shall be limited to a maximum of 20.0 mg/L.

pH of the sodium hypochlorite solution shall not exceed 12.7 units.

The suspended solids in the sodium hypochlorite delivered under this purchase order shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.

4.0 Delivery Requirements

The Supplier will make bulk deliveries of approximately 4500 gallons within five (5) working days after receipt of order. Bulk delivery tankers shall be clean and free of any

residue that may contaminate the product or result in the failure of the City's chemical feed equipment.

The Supplier shall be responsible for any spills resulting from the failure of the Supplier's delivery equipment. The Supplier's personnel shall continually observe the unloading operation and immediately respond to problems or emergencies. Unloading will cease at a level dictated by the City's representative and in no case exceed the over flow level of the chemical storage tanks. All hoses, valves, connections etc. will be maintained in such a manner as to prevent leaks during the unloading operation.

The Supplier will take immediate and appropriate action to clean up any spills in accordance with all State and Federal requirements. If the Supplier fails to take the appropriate actions to clean up any spilled liquid, the purchaser will hire a certified hazardous material handling company to clean the spill, the cost of such service will be charged to the Supplier.

Delivery shall be made to the Jerry Sellers Water Reclamation Facility, 375 North Cocoa Blvd., Cocoa, Florida
as well as the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

Deliveries will be made between the hours of 7:00 A.M. and 4:00 P.M., Monday through Friday. Deliveries at other times, or during the weekend, will require prior approval of the facility superintendent.

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City. The report shall contain the date and time of manufacture, percent by weight of sodium hypochlorite, percent by weight of excess sodium hydroxide, and specific gravity (referenced to temperature). Deliveries will not be accepted unless accompanied by the certified laboratory report for the specific batch of sodium hypochlorite delivered.

The City of Cocoa reserves the right to reject, at the Suppliers expense, any shipments that fail to meet the Bid Specifications.

5. 0 Basis of Award

Bidders shall submit a price for the cost per gallon of sodium hypochlorite solution. Cost per gallon will be used as the basis of record keeping and payments throughout the duration of the contract.
However, award of contract will be based upon the lowest cost per pound of chlorine available in the Bidders sodium hypochlorite solution.

NovaChem
Laboratories, Inc

Date: 1 July 2016

Call for results over the phone
513-523-3605

Sample Analysis Results
Bid Sample
Received 29 June 2016

Parameter		
Wt% NaOCl	11.51	
Wt% Available Chlorine	10.97	
GPL Available Chlorine	128	
Trade %	12.8	
Wt% NaOH	0.296	
Calculated pH	12.9	
Wt% Na_2CO_3	0.146	
Specific Gravity, g/mL	1.1641	
Filter Test (1,000 mL)	0 min 47 sec (Millipore 0.8 uM, type AWWP)	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	766	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.15	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L

Signed: B.P. Bubnis B.P. Bubnis Date: 1 July 2016

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056
Tel: 513-523-3605, FAX: 513-523-4025
www.novachemlabs.com
E-Mail: bbubnis@novachemlabs.com

From: Sonja D. Hamilton-Suarez
Sent: Friday, September 23, 2016 3:23 PM
To: 'Cristhianne Mungia'
Cc: 'Gregg Johnson'; Teri Butler; John "Jack" Walsh; Troy Howell
Subject: B-16-19-COC City of Cocoa Water & Wastewater Treatment Chemicals

Cristhianne,

This message is to inform you of a post-award protest filed against the City of Cocoa for the Water and Wastewater Treatment Chemicals project—specifically for Sodium Hypochlorite and the Award to Allied Universal.

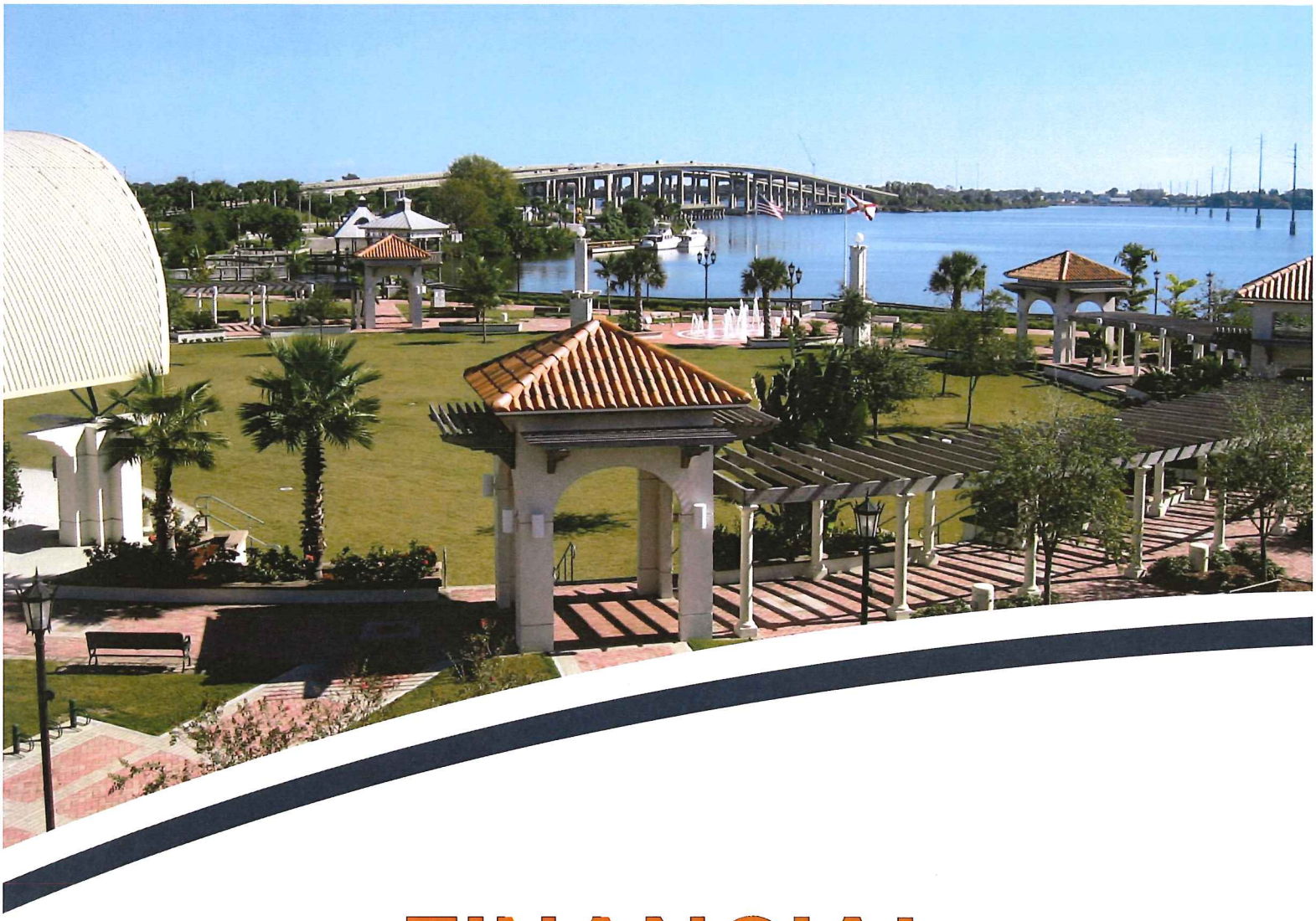
I have attached the official protest documents and the correspondence between you and me with regards to the bleach concentration and your question on Addendum 2.

The Protest Decision Committee met yesterday to formulate an official decision. Also, our Attorneys are reviewing the protest and the decision. Please expect me to notify you of the final decision and the impact it may have on this award, by the decision deadline of September 30, 2016.

Sincerely,

Sonja

EXHIBIT "E"



FINANCIAL OPERATIONS MANUAL (FOM)

COCOA FLORIDA

Revised in August, 2015

EXHIBIT "F"

it is a violation of purchasing policy for normal purchases. Normal purchasing procedures should be followed whenever possible.

Confirmation Purchase Orders are purchase orders processed after the product or service has been ordered or received. Certain purchases (such as fuel), due to their nature, may require a confirmation purchase order and should be approved by the City Manager as a "pre-approved confirmation purchase order vendor" prior to doing business with the vendor.

B. Procedures

The Purchasing Manager will assign the purchase request to the buyer, who will solicit quotations verbally or in writing if sufficient quotations are not provided by the requesting department.

1. Verbal Quotations

   a. When verbal quotations are solicited, the buyer or requesting department employee records quotations for the item(s). The requesting department prepares a purchase requisition utilizing the lowest and best quotation.

   b. A purchase order is then processed by Purchasing, signed by the Purchasing Manager, and issued to authorize vendor shipment of requested goods and services.

2. Written Quotations

   a. When written quotations are required, the buyer or the requesting department employee prepares a request for quotation and sends the request to potential bidders independently or use the DemandStar Quote Line.

   b. After quotations are received, the requesting department selects the lowest and best quotation.

   c. A purchase requisition is then prepared by the requesting department with the written quotations attached in the associated requisition file in Laser fiche, approved by the required approval levels and processed by Purchasing in accordance with current system procedures.

C. Bid Protests

Bid protest shall be governed by Section 15.2(A) 13 to the extent applicable.

15.2 Large Purchases

A. Policy

Large purchases for procurement of supplies, capital equipment or services costing **$35,000 or more** shall be awarded by the City Manager (within the City Manager's spending authority) or City Council (over the City Manager's spending authority) after competitive sealed bidding or sealed proposal and appropriate approvals. Exceptions to Competitive Sealed Bidding will be found in Section 12.2 (B) of this manual.

The Purchasing Manager has the responsibility for maintaining a uniform set of forms to serve the bid process. Consideration should include the need for mechanisms for vendor notifications, bid analysis and summary, bid bonds, invitation for bids and instructions to bidders. Necessary Local, State and Federal Forms will also be included.

Answers to technical questions from potential bidders raised during the bidding process should be provided by the requesting department. Purchasing shall provide all potential bidders with necessary procedural information. After all bids have been received and examined for completeness, the bid tabulation is prepared, noting all the pertinent data and exceptions. A notification of "apparent low bidder" is prepared by Purchasing and forwarded to the requesting department for review and recommendation. Also included is a "Notice of Award" form to be filled out and returned to Purchasing upon award of the bid.

The information gathered will be kept with the bid file as backup documentation in accordance with City and State retention guidelines.

Maintaining Bidders Mailing List

Purchasing shall maintain an up-to-date bidder's mailing list through the use of the DemandStar bidder's data base and encourage vendor participation in that service.

A prospective bidder shall be placed on the DemandStar bidder's mailing list by submitting a DemandStar Mailing List Application. A firm's failure to submit this application shall not preclude it from receiving an invitation for bids or request for proposals if the firm requests a copy. To be placed on the bidder's mailing list for the City of Cocoa, a supplier may contact DemandStar or the City of Cocoa Purchasing Division for instructions and support.

The City shall publish notice of specifications and criteria, including addenda, intended agency decisions or other matters pertinent to solicitations on DemandStar at www.demandstar.com. DemandStar may also be accessed through the City's web site at http://www.cocoafl.org/. Information posted on DemandStar shall be deemed received by respondents at 8:00 a.m. on the next business day following the posting. Notice of City Council award shall be deemed received by respondents at 8:00 a.m. on the next business day following the City Council meeting at which the bid was awarded. Notices shall be posted for a minimum of 72 hours following the time at which they are deemed received.

1. Invitation to Bids (ITB). An invitation to bid is issued for purchases of $35,000 or more and shall include specifications and all contractual terms and conditions applicable to the purchase. Writing of specifications is the responsibility of the requesting department. This type of solicitation cannot be changed or negotiated after opening.

2. Request for Proposals (RFP). Purchases of $35,000 or more can also be solicited through a request for proposals. This type of solicitation may not be as specific in the information it requests and proposal details including price can be negotiated after opening.

3. Public Notice. Adequate public notice of the invitation for bid or request for proposal shall be given prior to the bid or proposal opening date set forth in the bid or proposal document. To the extent feasible and permitted by state and federal law, notices shall be published in a newspaper of general circulation within Brevard County, Florida, and at least ten (10) days shall elapse between the date of the first publication of such notice and the date of receiving

bids or proposals. If time permits, the Purchasing Manager may publish legal advertisements for two consecutive weeks. Bids or Proposals for construction projects must comply with advertising requirements as stated in Florida Statute 255.0525 and other applicable statutes. For example, the solicitation of competitive bids or proposals for any construction project that is projected to cost more than $300,000 shall be publicly advertised once in the local newspaper at least 21 days prior to the established bid opening. For construction projects that are projected to cost more than $500,000, the advertisement shall be published in the local newspaper at least 30 days prior to the established bid opening. If committees are formed to meet and determine order of preference and make recommendations to the City Council or the City Manager, these meetings shall be held in accordance with the Government in the Sunshine Manual. Reasonable public notice must be provided (generally, posted for no less than 48 hours in the City Hall Lobby) with minutes taken and kept on file. Discussions of any Request for Proposals (RFP) or Request for Qualifications (RFQ) by committee members must take place in a public forum.

STAFF SHOULD CONFER WITH THE CITY ATTORNEY AND REFERENCE ALL APPLICABLE STATUTES BEFORE BIDDING OR PROPOSING ANY CONSTRUCTION PROJECT.

A copy of all invitations for bids, requests for proposals or qualifications shall be available for public inspection at the office of the Purchasing Manager.

4. Bid/Proposal Source. Sealed bids or proposals shall be solicited from responsible prospective suppliers and contractors whose names are on the bidders mailing list maintained by DemandStar. Requesting departments should provide their list of potential bidders when the Bid Package Request Form and the specification are forwarded to Purchasing.

5. Bid Security. When a public offering exceeds the City's bidding threshold and both material and labor are involved, a bid security deposit may be requested. The bid security will be returned to unsuccessful bidders upon issuance of a Notice to Proceed to the successful bidder. A bond from a surety company will be filed in the bid file and will expire based on the terms stated in the bond. A successful bidder shall forfeit his/her bid security upon refusal or failure to execute the contract within the specified number of days after the notice of award of contract. The City Council or City Manager may, on refusal or failure of the successful bidder to execute the contract, award to the next lowest and best bidder. However, in situations where the City Manager awarded the contract to a bidder whose bid is within the City Manager's spending authority, and the next lowest and best bidder exceeds the City Manager's spending authority, the City Council must consider the final award of the bid. The City may apply the bid security of the bidder in default against any damages the City may suffer because of the bidder's failure to execute the contract, without waiving the City's right to subsequently file suit against said bidder. This bid security shall not serve as liquidated damages.

6. Bid Modification. Bids or proposals may be modified or withdrawn by written notice received in the Purchasing Division prior to the time and date set for bid opening. All documents relating to the modification or withdrawal of the bid become a part of the procurement file.

7. Late Bids. Any response received after the time and date set for receipt of bid shall be determined to be late and the City will not accept the late bid.

8. Bid Opening. Responses shall be opened publicly in the presence of two or more witnesses at the time and date designated in the invitation to bid or request for proposal. Unless otherwise stated in the invitation to bid, request for proposal, or request for qualifications, an offering response shall remain active and in effect for a minimum of ninety (90) days from the due date of the offering. The amount of each bid and other relevant information, as deemed appropriate together with the name of each bidder is recorded; records and bids shall be open for public inspection unless such records and bids are exempt from public records disclosure. A tabulation of all bids received is made available to the public within three working days after opening.

9. Evaluation. Responses shall be evaluated based on the requirements set forth in the invitation to bid or request for proposal/qualification. Criteria affecting the bid price and that will be considered in the evaluation for award shall be objectively measured. For example, discounts, transportation costs, delivery, time of construction and other pertinent evaluation measurements. Numerical rating systems may be used but are not required. Criteria may not be used in the evaluation that are not set forth in the invitation for bids or request for proposals/qualifications. Evaluation of responses and the recommendation to award are the responsibility of the requesting department.

   Copies of all responses, literature, and bid tabulations will be forwarded to the requesting department with a letter identifying the "Apparent Low Bidder".

   In case of a disagreement between the Purchasing Manager and the requesting Department Director, the Purchasing Manager and the Department Director will meet with the City Manager to present both views. The City Manager will make the final decision.

10. Rejection of Bids. The City Manager or City Council may:

    a. Reject any or all bids; or
    b. Reject all bids and re-advertise for bids, pursuant to purchasing procedures.

11. City Council Action. Agenda items requesting City Council approval of the selected vendor shall be prepared by the department requesting the commodity or service. The department will provide the appropriate account number for the item. Approval signatures from the City Manager, Purchasing Manager, Finance Director, Finance Manager and any others as deemed necessary by the City Manager are required before placement on the agenda.

    Sealed bids, RFP's, or RFQ's with a dollar value within the City Manager's purchasing authority may be awarded by the City Manager without City Council approval.

12. Award of Contract. The contract shall be awarded to the lowest and best bidder whose bid or proposal best meets the specifications, requirements and criteria set forth in the bid or proposal documents.

13. Formal Protest Procedures. Any Respondent to a sealed bid, RFP, RFQ or other solicitation (hereinafter collectively referred to as "Bid") who believes they have been affected adversely by a decision of the City concerning a Bid, may file a formal protest in accordance with the following procedure.

The City will receive two kinds of protests:

- A Respondent may protest the Bid specifications or criteria, including addenda, or the procedures leading to award of the Bid ("Pre-Award Protest"); or
- A Respondent may protest the determination of the City Council or City Manager regarding final award of the Bid ("Post-Award Protest").

All protests must be initiated by filing a written Notice of Intent to Protest ("Protest Notice") with the office of the Purchasing Manager, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922. Pre-Award Protests must be initiated by filing a Protest Notice within 72 hours after receipt of the Bid or addenda. Post-Award Protests must be initiated by filing a Protest Notice within 72 hours after the decision of the City Council or the City Manager in awarding the Bid. The time periods exclude Saturday, Sunday and legal holidays. The notice shall state the name of the company protesting, a description of the bid and the bid number, the name, title and address of the person submitting the protest notice and a general statement of the nature of the protest.

Within 10 days after filing the Protest Notice, the protestor shall file its formal written protest with the Purchasing Manager. The formal written protest shall provide a detailed statement of the facts upon which the protest is based, the grounds thereof, and the remedy being sought should the City uphold the protest. This 10 day period shall begin on the date of receipt of the Protest Notice by the Purchasing Manager and will exclude Saturday, Sunday and legal holidays.

The Protest Notice shall be accompanied by a bond equaling one percent (1%) of the bid/quote/proposal amount, to a maximum of $5,000 to be used for the payment of administrative expenses associated with the protest in the event the protest is denied. Bids which do not ask for bid/quote/proposal amounts as part of the submittal are exempt from this bonding requirement.

Once the formal written protest is received, it will be reviewed by the Purchasing Manager. The Purchasing Manager will then form a Review Committee consisting of the Purchasing Manager, the Director of the department initiating the bid and the Finance Director or such other persons appointed by the City Manager. This committee will formulate a final administrative response, which will uphold or deny the protest. This response, after being reviewed and approved by the City Manager, will be forwarded to the protestant within 10 days from the receipt of the formal written protest. This 10 day period shall begin on the date of receipt of the formal written protest by the Purchasing Manager and will exclude Saturday, Sunday and legal holidays. The response will represent the final determination of the City's staff concerning the issue. During this period of time, the City will not proceed further with the solicitation or award of the contract at issue until such dispute is resolved, unless it is determined by the City that such a delay would be adverse to the City's interests and the public health, safety or welfare.

Once the protestant has filed the formal written protest, the protestant may request an opportunity to address the Review Committee. At this meeting the Review Committee and the protestant shall review the basis of the protest, evaluate its facts and merits and, if possible, reach a resolution acceptable to both parties or afford the protestant an opportunity to withdraw the protest. If the dispute cannot be resolved by mutual agreement, the Review Committee will forward the protest to the City Council or the City Manager with their recommendation for final resolution. If the City Council or the City Manager upholds the

protest, the Bond will be returned to the protestant. If, however, the protest is denied and the City Council or the City Manager further finds the protest lacks merit, the City Council or the City Manager may assess any costs, charges or damages associated with any delay of the award or any cost incurred with regard to the protest, against the Bond. The determination of the City Council or City Manager shall be final as to award of the Contract and all bid protests.

During the Bid protest, the burden shall be on the protestant to demonstrate by clear and convincing evidence that the Bid was procedurally or substantially flawed, arbitrary, fraudulent, unreasonable and capricious, dishonest, corrupt or illegal.

Failure to file a Bid protest within the time periods prescribed herein shall constitute an absolute and complete waiver of a person's right to protest a particular City Bid.

14. Acceptance of Bid. The signed bid shall be considered an offer by the bidder. The bid offer shall be deemed accepted only upon issuance and execution by the City of a purchase order or other contractual document.

15. Local Vendor Preference. The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

    A three percent (3%) preference is given to Brevard County vendors/contractors on bids which do not exceed $1,000,000 and do not fall into one of the categories outlined in Ordinance 11-2009 which was amended by Ordinance 14-2009 and is available for review in the Office of the City Clerk or the Office of the Purchasing Manager at 65 Stone Street, Cocoa, Florida 32922.

    The local preference policy will not apply to the following purchases or contracts:

    - Contracts or purchases in excess of one million dollars ($1,000,000).
    - Contracts for professional services, including those awarded under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes).
    - Purchases or contracts which are funded, in whole or in part, by a governmental entity whose laws or regulations governing such funding prohibit application of a local vendor preference.
    - State or Federal law prohibits the use of local preferences.
    - Goods or services provided pursuant to a cooperative purchasing agreement.
    - Purchases or contracts under emergency situations.
    - When the City has waived competitive bidding requirements.
    - Purchases or contracts under a bid or request for proposal for which the City has expressly waived, in the invitation for bid or request for proposal, the requirements of this local preference policy.
    - The City has deemed the business not qualified to perform the work.
    - The City rejects all bids or proposals.
    - All the bids exceed the City's budgeted amount for the project.

The local vendor preference policy does not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms and corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

B. Procedures

1. The department requesting the bid or proposal shall provide a general description of the article(s) to be purchased, specifications and general conditions of the bid or proposal.

The following information should be provided, as applicable by the indicated department:

a. A statement of general purpose and description of the services and supplies being requested or scope of work (Requestor)
b. Specifications (Requestor)
c. Public Entity Crimes statement clause (Purchasing)
d. Drug free Workplace statement clause (Purchasing)
e. Informality waiving and bid rejections clause (Purchasing)
f. Insurance/safety requirements (Purchasing)
g. Any particular evaluation criteria (Requestor)
h. Any pertinent attachments (Requestor)
i. CFDA number on bids using Federal Grant Funds (Requestor)
j. CSFA number on bids using Florida State Grant Funds (Requestor)

For Utilities and Public Works contracts, the following additional information should be provided, as applicable by the indicated department:

j. General contract terms (Requestor)
k. Special and/or technical provisions (Requestor)
l. Contract agreement (Requestor)
m. Security and bid bond clause (Purchasing)
n. Performance and payment bond clause (Purchasing)
o. Non-collusion clause (Purchasing)
p. Commencement and completion of work requirements and any associated penalties for delay (Requestor)
q. Trench Safety Act Form if required pursuant to Chapter 553, Florida Statutes. (Purchasing)
r. Allowable progress payments (Requestor)
s. Project manager (Requestor)
t. Pre-bid conference or job inspection requirements (Requestor)

2. The Purchasing Manager reviews the bid documents for completeness. The Purchasing staff prepares the invitation for bid or request for proposal/qualification for review by the requestor and distributes the documents through DemandStar.

3. A pre-bid conference with vendors may be necessary, depending on the complexity of the specifications or the scope of the work to be performed. This meeting should be conducted by the Purchasing Manager in conjunction with the Project Manager and the names and companies of all attendees shall be recorded for retention in the bid file.

4. Bids or proposals arriving in Purchasing before the bid opening date and time are filed until the bid opening. All bids received are date/time coded.

5. The bids are opened publicly, in the presence of one or more witnesses, at the time, date, and place designated in the invitation for bid or request for proposal. The name of the bidder, the bid price and other information as deemed appropriate is read aloud. All individuals attending the bid opening must sign the Bid Opening Sign In Sheet. The bids are available for inspection by the public.

6. Purchasing tabulates the bids to determine the apparent low bidder and provides that information to the requesting department. This review is only intended to identify a low bidder based on raw numbers only and is subject to factors which the requestor must weigh in determining a recommended reward.

7. The requesting department shall prepare a written recommendation (in agenda item form) for approval by the City Manager and any others as deemed necessary. Upon their approval, the recommendation and supporting documents are prepared for City Council approval.

8. Upon approval by City Council, the requesting department or the City Clerk will issue notice of award and request any required insurance certificates, bonds or other contractual documents from the vendor.

9. Upon receipt of these documents, the requesting department prepares a purchase order which Purchasing will issue to the recommended vendor.

15.3 Use of Police Forfeiture Funds

When spending forfeited funds (City Fund 141), the Chief of Police or designee must present an agenda item to the City Council for each requested expenditure, regardless of the amount or the purpose. The agenda item must include language certifying the expenditure request complies with the provision of F.S. Chaper 932.7055 (5)(b) - Disposition of liens and forfeited property.

15.4 Procurement of Professional Services

A. Policy

This policy applies to the procurement of all professional services required by the City of Cocoa not otherwise subject to requirements of Section 287.055, Florida Statutes. Professional services are those professional employment classifications, such as lawyers, physicians, auctioneers, accountants, appraisers, etc., requiring specialized skills, training, and education and/or licensing to obtain such recognition or designation.

Professional services in amounts less than $35,000 per contract, or $100,000 per contract in cases of an emergency defined by the City Manager, and not otherwise subject to requirements of Section 287.055, Florida Statutes may follow the procedure in Section 15.1 (Small Purchases). The City Council or City Manager (within the City Manager's spending authority) may, at their discretion, waive the procurement requirements of this section if the City Council or the City Manager finds it is in the best interests of the City.

Clifford R. Repperger, Jr., Esq.

From: Anthony A. Garganese <agarganese@orlandolaw.net>
Sent: Monday, September 26, 2016 2:51 PM
To: Clifford R. Repperger, Jr., Esq.
Cc: George Meros, Jr.; Daniel Bandklayder; Mike Koven; Carlos Fernandez; markc@allieduniversal.com
Subject: RE: City of Cocoa Bid Protest Issue Bid # B-16-19-COC

Cliff,

Thank you for the call today. I also received your email this date regarding the bid protest filed by Odyssey Mfctr. Co. against the bid of your client, Allied Universal Corp. Pursuant to your request, attached are the City of Cocoa's Financial Policies Manual. Formal bid protest procedures are discussed beginning on page 97. Additionally, while an electronic version of Odyssey's bid protest was provided to Allied last week, a hard copy was sent to Allied today by overnight mail.

Be aware that the bid review committee did meet on September 22 to preliminarily review Odyssey's bid protest, but it did not form an "official decision" and has not made any final recommendations regarding Odyssey's protest. As such, contrary to your email, Ms. Hamilton-Suarez is not refusing to provide Allied with records regarding the September 22 meeting, there are simply no minutes or other written materials to provide at this time other than the bid protest and other documents related to the subject bid.

With regard to the deadline for Allied to provide its written response, the City is willing to extend that deadline to close of business on Friday, September 30, 2016. As you can see from the Financial Policies Manual, the City has ten days from the date of receipt of Odyssey's bid protest (which was September 20, 2016) to formulate its final administrative recommendation. As such, it is the City's intent to conduct a public meeting of the bid review committee on Monday October 3 and to issue its final recommendation on the bid protest no later than October 4 in time to meet the ten day deadline. We will update you with the location and time of the review committee meeting once available.

Following issuance of the final recommendation of the bid review committee, the matter will be placed in front of the City Council at a regular meeting to be held on October 11 for a final decision.

Please do not hesitate to give me a call if you wish to discuss further or have any questions.

Regards,

Anthony

GWD
GARGANESE, WEISS & D'AGRESTA
Attorneys at Law

Anthony A Garganese, Esquire
Board Certified City, County & Local Government Law
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32801
P.O. Box 2873 (32802-2873)
Phone (407) 425-9566

EXHIBIT "G"

Fax (407) 425-9596
Cocoa (866) 425-9566
Website: www.orlandolaw.net
Email: agarganese@orlandolaw.net

Any incoming e-mail reply to this communication will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we may not receive your reply and/or we may not receive it in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.
Confidentiality Note: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system. Thank you.

From: Clifford R. Repperger, Jr., Esq. [mailto:Cliff.Repperger@gray-robinson.com]
Sent: Monday, September 26, 2016 12:51 PM
To: Anthony A. Garganese
Cc: George Meros, Jr.; Daniel Bandklayder; Mike Koven; Carlos Fernandez; markc@allieduniversal.com
Subject: City of Cocoa Bid Protest Issue Bid # B-16-19-COC

Anthony,

Our firm represents Allied Universal Corp. (Allied) regarding the above referenced bid which was initially awarded by City Council on September 13, 2016 (Consent Agenda Item 16-385). A bid protest of the award was filed by Odyssey Manufacturing Co. on or about September 20, 2016.

Allied representatives have been engaged in a dialog with City Purchasing Manager Sonja Hamilton-Suarez regarding the protest. On this past Friday, September 23, 2016 at 3:23 pm, Ms. Hamilton-Suarez advised Allied via email that the "Protest Decision Committee met yesterday to formulate an official decision." This meeting of the Protest Decision Committee apparently occurred without Allied being provided prior notice or an opportunity to be heard, raising significant due process concerns. Moreover, despite a request for records/information related to any "official decision" made by the Protest Decision Committee (requested today by Allied representative Mark Carlson), Ms. Hamilton-Suarez has apparently indicated that Allied is not entitled to the same. Finally, Ms. Hamilton-Suarez has advised that Allied has the right to file a response to the Bid Protest by 5pm, Wednesday, September 28, 2016; however, there appears to be no formal set policy dictating the time-frame within which Allied may submit such a response. Many of Allied's technical advisors are currently attending a technical conference and are unavailable to assist in the preparation of a response within the limited time frame provided, raising even more due process concerns.

Given the above, I am requesting your assistance on the following issues:

1. Please provide me a copy of any of the City's purchasing policies, rules, or regulations that govern the protest process and the intended award's opportunity to file a response.

2. Please let me know if there are any public records or other information confirming either the notice of the Protest Decision Committee held on September 22, 2016 or the minutes taken at the meeting. If so, kindly forward this request to the City records custodian (or Ms. Hamilton-Suarez) such that I may be provided a copies of this information.

3. Given the fact that Allied has been given, effectively, only three (3) business days to file a response to the protest, and given the fact that members of Allied's technical advisory team are otherwise unavailable to assist in the preparation of a response, Allied is hereby requesting an extension of time for the filing of a response of five (5) business days from the current deadline (to Wednesday, October 5, 2016). It seems that it is squarely in line with adequate due process to grant such an extension request given the above facts and assuming the timeframe for filing a response is not otherwise governed by the City's purchasing policies. Please let me know if the requested extension of time will be granted by the City.

In that this is an extremely time-sensitive issue given the response timeframes as stated (and the fact that the Protest Decision Committee has apparently already convened), I would appreciate your response as soon as possible. To the extent that there are any costs associated with providing any of the above records requested, please let me know, and we will be happy to pay the same.

Best regards,

Cliff

Clifford R. Repperger, Jr., Esq. | Shareholder
GRAY | ROBINSON

1795 West NASA Blvd. | Melbourne, Florida 32901
T: 321-727-8100 | F: 321-984-4122
E-mail | Website | Bio | vCard

Facebook | LinkedIn | Twitter

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CITY OF COCOA, FLORIDA
NOTICE OF PUBLIC MEETING

October 3, 2016
3:00 pm

NOTICE is hereby given that there will be a meeting of the Protest Decision Committee for ITB B-16-17-COC, Water and Wastewater Treatment Chemicals project (Sodium Hypochlorite), on Monday, October 3, 2016 at 3:00 pm, in the 3rd Floor CM Conference Room, in City Hall.

Please note that one or more members of Council may be in attendance.

If you have any questions, or require additional information, please contact the Office of the City Clerk by phone at 321-433-8484 or through email at cshealy@cocoafl.org.

Dated this the 27th day
of September, 2016.

Carie Shealy, CMC, City Clerk

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

EXHIBIT "H"

GARGANESE, WEISS & D'AGRESTA, P.A.

Attorneys at Law

111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566
Fax (407) 425-9596

Anthony A. Garganese
Board Certified City, County & Local Government

agarganese@orlandolaw.net

September 29, 2016

ODYSSEY MANUFACTURING CO.
c/o Tiffany Thaxton
1484 Massaro Blvd.
Tampa, FL 33619
Email: TThaxton@odysseymanufacturing.com

ALLIED UNIVERSAL CORP.
c/o Clifford R. Repperger, Jr., Esq.
GRAY ROBINSON
1795 W. NASA Blvd.
Melbourne, FL 32901
Email: Cliff.Repperger@gray-robinson.com

RE: BID #B-16-19-COC -Water & Wastewater Treatment Chemicals, Bid Protest by Odyssey Mfct. Co.

Dear Ms. Thaxton and Mr. Repperger,

This office acts as City Attorney for the City of Cocoa, Florida ("City"). As you are both aware, Odyssey Manufacturing Co. has lodged a formal bid protest relating to BID #B-16-19-COC Water & Wastewater Treatment Chemicals, Sodium Hypochlorite Specification. Please accept this correspondence as formal notice that a bid protest Review Committee consisting of Matt Fuhrer, Assistant City Manager, Ed Wegeriff, Director of Public Works, and Anne Quesada, Accounting Manager, will meet on October 3, 2016 at 3:00 p.m. to consider the bid protest and formulate a recommendation. The October 3, 2016 Review Committee meeting has been publically noticed and will be open to the public, duly recorded, and each of you are invited to attend and submit evidence and testimony.

It is our understanding that Odyssey's written bid protest, the bids, the bid package, the notice of award, and other relevant materials including the public notice for the October

EXHIBIT "I"

3, 2016 meeting were previously provided to both Allied and Odyssey via emails from the City dated September 27, 2016 and September 28, 2016. To the extent you are not in possession of these materials or need anything further, please contact us immediately.

Once the bid protest Review Committee has formulated a recommendation, each of you will receive notice of same. The Review Committee's recommendation will then be taken to the City Council for independent review and a final decision at the Council's next scheduled regular public meeting to be held on October 11, 2016.

If you have any questions or comments or require anything further, please do not hesitate to contact me at 407-425-9566.

Best Regards,

Anthony A. Garganese
City Attorney, City of Cocoa

cc: John Titkanich, City Manager, City of Cocoa"

NovaChem
Laboratories, Inc

Date: 6 November 2015

Call for results over the phone
513-523-3605

Odyssey Sample Analysis Results
Received 30 October 2015

Parameter		
Wt% NaOCl	11.22	
GPL Available Chlorine	124	
Trade %	12.4	
Wt% NaOH	0.358	
Calculated pH	13.0	
Wt% Na_2CO_3	0.210	
Specific Gravity, g/mL	1.1615	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	426	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.15	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L
Chloride ion, mg/L	67,566	
Sodium, g/L (estimate)	88	
Wt% Suspended Solids	0.004	
Total Dissolved Solids, g/mL	0.91	
Filter Test (1,000 mL)	0 min 57 sec (Millipore 0.8 uM, type AWWP)	

B.P. Bubnis B.P. Bubnis *6 November 2015*

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056
Tel: 513-523-3605, FAX: 513-523-4025
www.novachemlabs.com
E-Mail: bbubnis@novachemlabs.com

EXHIBIT "J"

Odyssey Manufacturing Bid Protest

Waste & Wastewater Treatment Chemicals

Bid No. B-16-19-COC

Assistant City Manager Fuhrer called the meeting to order at 3:04 p.m.

He announced that the meeting was in regards to a bid protest filed by Odyssey Manufacturing Company for Bid B 16-19-COC, Water and Wastewater Treatment Chemicals.

He noted that they would allow both Odyssey and Allied to come up ad present for ten minutes. Documents have been received from each party. They provide their cases one at a time and they would start with Odyssey, which is the applicant that filed the bid protest.

Introductions were done of those in attendance.

Matt Fuhrer	Assistant City Manager City of Cocoa
Anne Quesada	Accounting Manager City of Cocoa
Ed Wegerif	Public Works Director City of Cocoa
Carie Shealy	City Clerk, City of Cocoa
Andy Bardos	Gray Robinson (on behalf of Allied)
Cliff Repperger	Gray Robinson PA (on behalf of Allied)
Pat Allman	Odyssey Manufacturing
Gregg Johnson	Garganese, Weiss, D'Agresta
Lisa Bradshaw	Court Reporter, Ryan Reporting
Jim Palmer	Allied Universal Corporation (attended via phone)

Pat Allman, with Odyssey Manufacturing, greeted the members of the protest committee. He mentioned that Odyssey Manufacturing is located at 1484 Massaro Blvd., in Tampa, Florida. He noted that they have been the sodium hypochlorite supplier for the City for the last twelve years. they have done a good job and the water department personnel could back this up that he on many occasions have received calls on weekends and have delivered bleach on weekends when the City has run out. The company started in 1998 and he helped found the company. There are two manufacturing locations and in addition, they are a licensed plumbing and general

contractor. They have installed about six systems in the City of Cocoa, in the water and waste water plant (six chemical systems) including the hypochlorite systems at both the water/waste water plant and two of the booster stations.

He mentioned that they were here today due to protesting the bid, as they can see it was a very close bid, and Odyssey was a little higher by about 6/10 of a cent a gallon. The reason for the protest was that they felt that the bid by Allied had three deficiencies in it. Before he got the deficiencies he provided a blanket statement that integrity was the most important thing to have in public purchasing. To create an appearance of integrity to the public there has to be hard and fast rules. You either filled in the form or you did not. You either turned in the form or you did not. You have to be black and white. There cannot be any gray. There can be no "what if's". If you look at every bid and decide that they will accept this but not this, then integrity goes away. Everyone has the same opportunity.

He noted if you look at Allied Universal's bid, there were three omissions that were done. First, on the bid form itself you had to specify the strength of hypochlorite that you were providing. They left that blank. Secondly, you are required to acknowledge addendum #2. Addendum #2 dealt specifically with the strengths of the bleach. In fact, he raised the price of the bid once he got addendum #2 because it specifically said it had to be between 120—125 grams per liter, and not the 100 gram per liter.

Third, they submitted sample results of a pH that was greater. The whole point was to demonstrate that the strength fell between 120-125 and Allied's was 128.

In summary, Allied's bid was deficient because it failed to address those three things. They were material but if you go back to the original premise, at the end of the day, they had the same opportunity, which was to fill out the forms. He thinks the bids should be thrown out. He ended with 5 minutes and 16 seconds left on the clock.

Cliff Repperger, an attorney with Gray Robinson, noted that also in attendance was Andy Bardos. They were both attorney's with Allied Universal. Attorney Repperger acknowledged that correspondence was received and a response was received for a formal bid protest. They object to this meeting today but were in attendance because they had to be. They mentioned that they object due to the potential violations and also Sunshine Law violations with the protest bid meeting on September 22, 2016.

He advised that they were provided information that the protest review committee had met and formulate a decision and Allied was not noticed or provided an opportunity to be present at the meeting. The City has not constituted a new protest review committee due to this. There was no way that this committee could sit and render a new decision when a decision was previously rendered. The committee was hearing this process and they do appreciate the opportunity to be heard.

Allied Universal has been in existence for 62 years. The protest filed and the substance of it was interesting since Odyssey thinks that there can be no deviation from the specs when Odyssey's deviated from the specs. He pointed out that both Allied and Odyssey's were out of specs. Allied was the awarded vendor and Odyssey does not have the bearing to bring protest to the bid because their bid is also out of spec. The committee cannot find anything wrong other than to award the bid to Allied.

Odyssey's protest should be rejected outright as they raised the defect of concentration and the deviations mentioned were minor. The items raised were clerical issues in the paperwork. Allied's bleach is within 20 percent of the NSF standard for sodium hypochloriate. Additionally, the bid was awarded by the City Council with both them and staff knowing where they stood. There was clearly not a problem.

Attorney Repperger noted in closing that there was no outcome here today in which the committee could take action on and award the bid to Odyssey. Their suggestion was to rebid but in no way could the award be taken away. He ended with 1 minute and 54 seconds left.

Assistant City Manager addressed the concern raised by Allied which raised the issue of a potential Sunshine Law violation. As noted in an email by Sonja Hamilton-Suarez, staff did meet but since that occurred on September 22, 2016, the City Manager, consistent with the City's financial policy, reconstituted a committee made up of new staff members here are here today to hear from each party. He felt that the Sunshine Law violation was cured by this process. With this information, he asked other committee members if they have questions for Odyssey or Allied.

Anne Quesada, Finance Manager, noted she did not have any questions but wanted to make it clear on the record that she had no prior knowledge of the bid or process and does not until invoices come due.

Ed Wegerif, Public Works Director, concurred with Ms. Quesada and was not aware of the outcome and was a disinterested party. He did have technical questions. He mentioned that on one sheet there were different strengths of bleach.

Mr. Palmer (via phone) advised that in Florida they do not make different strengths and that there was only one strength. He explained in detail why this was the case.

Mr. Wegerif confirmed a bid analysis dated June 29, 2016. Mr. Palmer noted it was correct and explained why items on the paper are seen the way they are. He explained grams, volume, and weight.

He also questioned the sodium hypochlorite listed on a following sheet. Mr. Palmer explained that was a company-wide data sheet and explained it in detail. He noted it

was an EPA registered product that has to be made to a certain specification and governmental regulation as well. Mr. Wegerif thanked him.

Mr. Wegerif advised that in looking at the bid things do not add up. The percentage looks like a required part of the bid. He does not know who awarded the bid, and the addendum was not acknowledged, and felt that the there was a big difference in the percentages listed. When the basis of an award required a percent and by not acknowledging Addendum #2, he does not know how anyone would know what was being bid.

Mr. Palmer mentioned that the addendum was acknowledging that the information was understood. The part on the bid sheet itself you could write anything you wanted. The independent analysis was what mattered. This product was stronger by a small percentage than what was being asked for. Further discussion was held between Mr. Palmer and Mr. Wegerif regarding percentages of analysis and how they can vary. He reiterated the place on the bid form was not filled out that probably should not be overlooked.

Mr. Palmer noted this was not a common item on the bid forms.

Attorney Johnson clarified the legal guidelines which would be standard for the committee. He explained what the law says is that there are two types of deviations. One is a waivable non-material defect and one is a non-waivable deviation. The standard for whether it's material or not it is a two prong task. The first prong is would or did the deviation deprive the municipality of assurances that the contract would be entered into, preformed and guaranteed according to the contract specifications. The second prong is would the deviation must be analyzed to determine if it is of such a nature that the waiver of the deviation would give the bidder a competitive advantage over other bidders or otherwise under mind the standard of competition necessary for publicly bid projects.

He noted this was what the courts have said as to whether bid deviations can be waived. He also pointed out so that there was no confusion as the committee's role. He advised that they were not here to make a final decision, as this would go to the Council. They were here to make a recommendation. They cannot reject all of the bids or award the bid to Odyssey. The plan was to get it on the October 11, 2016 Council agenda. They will make the final decision with review of the committee's recommendation.

Assistant City Manager Fuhrer brought up the case by Allied regarding the bid specs for the pH levels and the deviation in the Odyssey bid as well as the Allied. He does not see how this committee today, given the information in bid packets, could make a

recommendation to the City Manager at this time to go before the City Council He thinks it needed to come back to staff again and then decide a direction in which to go.

Attorney Johnson asked for clarification if he meant just on the pH issue. Assistant City Manager Fuhrer noted on the actual bid. He was willing to accept the protest, that was valid, as filed by Odyssey, but he believes that the item needs to go back to city staff to re-evaluate the bid and then take a recommendation to the City Manager. He felt that he did not have the technical expertise to make a decision.

Attorney Johnson noted they (the committee) were the body tasked with making the recommendation on the bid protest, and the second part would be whether Odyssey's bid was responsive or not as the second lowest bidder. As it goes to Council, the committee's options are, if they agree with the bid protest, is that they recommend the bid be rejected or rescinded, and let the City Council make the decision to reject all bids or if they wanted to award the second lowest bid to Odyssey. He clarified that what he was hearing was that the pH part would go back to staff. He wanted it clear so it was noted correctly.

Assistant City Manager Fuhrer stated that regardless of the pH issue, he does not feel he had sufficient information to make a decision.

Attorney Johnson clarified the Allied or Odyssey bid. Assistant City Manager Fuhrer noted the Allied bid. Attorney Johnson reiterated that was what they were tasked with today, which was to decide if the bid protest had merit, does it need to be rescinded, or not. They were the decision makers, and they need to clarify if they are recommending rescinding the bid, accepting the protest, etc. At this point they cannot go back to staff, according to the Financial Operations Manual. They are the ones to take the recommendation back to Council.

Mr. Allman, with Odyssey interjected and spoke again on the pH issue and explained the process in detail. He noted that the pH not to exceed 12.7 is not possible and they saw that in their bids.

Attorney Repperger with Allied noted that at the beginning of the meeting Mr. Allman stated there was no deviation and now is saying a deviation is okay.

One committee member has admitted that they do not have the technical expertise to look at the pH values and does not know how the committee can evaluate this if the pH values can make a difference. There was nothing that the committee cannot recommend other than to reject all bids. He asked the committee to consider this.

Assistant City Manager Fuhrer asked legal counsel what their options were in the case as far as providing information to City Council.

In response, Attorney Johnson stated that if they feel that the bid protest has merit and Allied should be rejected or if the award should be rescinded and then reject it, then that would be the first part of the recommendation. The second part would be if the pH value was an issue and if they feel that they have enough information to determine if the pH values warrant a rejection of the Odyssey bid as the second lowest bidder than they can make that recommendation or you can send it to the council as a two point issue in that that the Allied award be rejected and rescinded and the bid be awarded to Odyssey as the second lowest bidder, or that they reject all bids and let the Council make that decision.

In the meantime, he assumes that staff would go through their procedures for reviewing Odyssey as the second lowest bidder and to look to see if the bid meets all of their specifications. They would then make their own recommendation to Council.

Attorney Johnson mentioned that if the committee felt it did not have merit then the recommendation would be to deny the bid protest and maintain the award to Allied.

Attorney Johnson further noted on the legal framework for whether they can waive a deviation or irregularity in the bid, the standards that he read were applicable but he wanted them to know that most courts have upheld that a city does not have to waive even a non-material deviation. There has to be consistency, but a city does not have to waive deviations.

MOTION by Assistant City Manager Fuhrer, to recommend that the City Council reject the bid by Allied Universal and bring this back to City Council in the form of a recommendation as to whether or not they would like to select Odyssey as the second lowest bidder or reject all bids.

Mr. Wegerif clarified that he was proposing to rescind the bid award and uphold Odyssey's protest. Assistant City Manager Fuhrer responded in the affirmative.

Mr. Wegerif felt that was an appropriate recommendation and seconded the motion.

Ms. Quesada clarified that they were recommending to reject all bids and go back out for bid. In response, Assistant City Manager Fuhrer advised that would be for Council to determine and staff can further evaluate the merit of the Odyssey protest.

Mr. Wegerif pointed out that two big players have shown their cards and questioned as to the fairness if the bids were rescinded. Secondly, is this significant enough to require a rebid.

Ms. Quesada noted that Sellers is affected as well as the Dyal Water Treatment Plant. In addition, Mr. Wegerif pointed out that other cities would be piggybacking off of this

bid. He felt that the fairest thing to do would be to do a re-bid. The Assistant City Manager asked if he meant to re-bid in its entirety. Mr. Wegerif stated he did not know, as it was kind of unfair. He asked if it was for one year or did it renew. Attorney Johnson stated that he did not know in all honesty.

Mr. Allman from Odyssey advised it was one year with two renewals.

Assistant City Manager Fuhrer mentioned that can still be an option for Council to consider based on further review. When the item goes before them they can have that option, which would be to reject all bids and put it back out for re-bid.

Mr. Wegerif noticed that one part of the bid protest was the remedy being sought. He did not see what the remedy was and questioned what remedy was being sought.

Assistant City Manager Fuhrer advised that in this case, there were only two companies that bid on the sodium hypochlorite. If you eliminate one it leaves it up to Council's decision. That was the motion made and seconded. He asked Ms. Quesada if she had any further comments. She responded in the negative.

THE VOTE ON THE MOTION WAS:

AYES: Fuhrer, Quesada, Wegerif

THE MOTION CARRIED UNANIMOUSLY (3-0)

Allied Universal asked for a clarification on the motion.

Their understanding was that they are recommending rejecting the award to Allied and there is an actual recommendation that will go to City Council along with this package.

Attorney Johnson responded in the affirmative and advised that the minutes will also be submitted.

Mr. Wegerif pointed out that they would leave the technical parts to technical people who deal with this on a daily basis.

The meeting adjourned at 3:56 p.m.

Carie Shealy 10/6/2016

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-452	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/29/2016			**In control:**	City Council
On agenda:	10/11/2016			**Final action:**	
Title:	New local business tax receipts. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-11-16 New local business tax receipts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 29, 2016
Agenda Date: October 11, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
New local business tax receipts

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for September 15, 2016 - September 29, 2016. Please keep in mind that some may represent businesses that let their business tax receipt expire and subsequently applied for a new local business tax receipt. Please not that the report does not include business license renewals.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

None, this is an information agenda.

LIC #	BUSINESS NAME / BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007484	CREDENTIAL MANAGEMENT PROFESSI 1 OLEANDER ST COCOA FL 32922	9/16/16	NEW	Professional, Scientific, and Tech S	415-336-5033
16-00007487	ROBERT MARX SULLIVAN ENTERPRIS 490 PEACHTREE ST COCOA FL 32922	9/22/16	NEW	Motor Vehicle and Parts Dealers	321-432-6165