City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, October 8, 2024

5:00 PM

Meeting Time Changed Due to Hurricane Milton

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 24-595 Approval of the October 8, 2024 Regular City Council meeting agenda as written or with amendments.

Attachments: 10-08-2024 Short Agenda (Revised).pdf

MINUTES:

II.2(a) 24-596 Approval of the August 13, 2024 Regular City Council meeting minutes as written or with amendments.

Attachments: 08-13-2024 Minutes ADA.pdf
Exhibit A - Preliminary PUD Request – N. Range Rd..pdf
Exhibit B - Diamond Square Zoning Text Amendment.pdf
Exhibit C - Four Corners Visioning Update presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 24-543 Proclamation for Customer Service Week

Attachments: Customer Service Week 2024 8x10.docx

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 24-493 Approve a Resolution Amending the FY25 Budget, BAF#25-004-A, in the amount of $6,825 with the use of Federal Forfeiture funds to purchase three new radars.

Attachments: 600-5022-00 Stalker Terms and Conditions Rev C.pdf
Federal Forfeiture Radar Agenda item budget resolution - ADA Compliant.docx
Quote_2093080.pdf
BAF 25-004-A-PD-Federal Forfeiture (10-8-24) Agenda 24-493.pdf
Budget Resolution FY 2024-096 ADA Compliant - .docx

V.2 24-537 To Approve Task Order 2025-09 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance

Attachments: Carollo Task Order 2025-09 Proposal FY25.pdf
Carollo COI Exp 7-4-25.pdf
AGREEMENT.pdf
Task Order 2025-09 Carollo.pdf

V.3 24-585 Approve the Amended and Restated Development Agreement and Restrictive Covenant Allegra at Cocoa.

Attachments: Amended and Restated Allegra Development Agreement (Partially Executed)

V.4 24-591 Approve the contract revisions for the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2023 through September 30, 2026, modifying Article 15 Wages to provide annual wage increases for Fiscal Year 2025.

Sponsors: Director
Indexes: PBA; Union
Attachments: PBA Lieutenants Contract FY24-26 with FY25 Wages (FINAL).pdf

MULTI-YEAR CONTRACTS:

V.5(b) 24-548 Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of $250,000 for FY 2025. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of $250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract

Attachments:
- DOCUSIGNED 3rd RENEWAL - CCI - EXP 2-21-2025.pdf
- Cocoa FY 2025 Proposal.pdf
- RFSQ-CD-20-31 Project Manual with forms and sample contract (1).pdf
- Connect - MSA Professional Hydrogeological Services.pdf
- UT-DYAL-21-PGB-Connect-001-00.pdf
- Permission to piggyback.pdf
- Labor Rate Schedule - EXHIBIT C RFSQ-CD-20-31.pdf
- CCI COI Exp. 09.28.2025.pdf

V.6(b) 24-579 Approve a Multi-Year Task Order 2025-03 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $4,514,117, of which the City of Cocoa will fund its total Pro Rata Share of $270,847; To Fund the City of pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers), and approve a Resolution Amending the FY2025 Budget, BAF#25-003-A, to Receive Funding from the Water Suppliers and to Allocate the Expenses for this project, and Approve an Amendment to the Master Agreement accepting the HDR 2025 Rate Schedule.

Attachments:
- 2nd Amendment Contract No. RFQ-18-19-COC
- 2024-09-20 HDR - TCR Permitting Task Authorization - final_KED_s.pdf
- HDR Contract Revisions Letter 9-23-24.pdf
- TO 2025-03-HDR-4,514,117-UT 240924.pdf
- 1st Amendment to Technical Consultant Agreement (Taylor Creek Resevoir Per
- AGREEMENT.pdf
- Budget Resolution FY 2024-097 ADA Compliant - .docx
- BAF 25-003-A-UT-TCR(10-8-24) Agenda 24-579.pdf

VI. PUBLIC HEARINGS:

VI.1 24-588 Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial.

VI.2 24-589 Consideration for approval Ordinance 13-2024 a Land Development Code Text Amendment Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, and limited types of commercial vehicles and heavy equipment sales and rentals, to the list of permitted uses of subsection (A) (12) in the C-G, Commercial-General, zoning district.

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Attachments: Ordinance 13-2024 CG Major Recreational Equipment Sales v4 Clean.docx
24-07000004 909 N Cocoa ZTA Application .pdf
Legal Ad P&Z 909 N Cocoa ZTA Oct2 affadavit.pdf

VII. COUNCIL BUSINESS:

VII.1 24-582 Council approval of a 3% increase in rent for the tenants at the Porcher House.

VII.2 24-587 Consider the Appointment of Katherine Stewart and/or Joseph Bachand to fill one Regular member vacancy and one Alternate member vacancy on the Planning and Zoning Board.

Attachments: Joseph Bachand application
Bachand Letter
Roster.pdf

VII.3 24-593 Consider the Donation Application for Brevard Prevention Coalition in the amount of $1,000.

Attachments: Brevard Prevention Coalition.pdf

VII.4 **24-601** Approval of Resolution 2024-098, declaring a State of Emergency due to impending disaster conditions and the potential of Hurricane Milton.

Attachments: Resolution 2024-098 Emergency Hurricane Milton.pdf

VII.5 **24-600** Approve Resolution 2024-099 providing for a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Milton.

Attachments: Permit waive resolution.docx

VIII. CITY BUSINESS:

VIII.1 24-580 Approve Participation in Cooperative Purchasing Contract Sourcewell Contract #113021 -SUT for the Purchase of a 2025 Sutphen Heavy Duty Monarch Fire Pumper Rescue Apparatus HS 8092 and Authorize City Manager to execute a Purchase Order in the amount of $1,119,995 for the purchase of Apparatus and Associated Equipment

Attachments: CITY OF COCOA HS 8092 PROPOSAL.pdf
HS-8092 Shop Order (Rev-A).pdf
Letter Of Intent.pdf
Sutphen Corp. Contract 113021.pdf
Sutphen Price File.pdf
113021-SUT Authorization Memo.pdf

VIII.2 24-599 To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion.

Attachments: HB1379FAQs.pdf
Clerk Memo REVISED F1 SOIRL Contingency Fund Request City of Cocoa 545
SOIRL Funding Request(Revised).pdf
SOIRL Cost analysis and impact 11.29.2022a.pdf
SOIRL Cost analysis and impact 11.29.2022.pdf

IX. INFORMATIONAL AGENDA:

IX.1 24-594 Bi-weekly Report from September 23 - October 4, 2024.

Attachments: Council bi-weekly report.pdf

IX.2 24-597 Informational Only - The City of Cocoa's Open Board Vacancies.

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
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This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

Legislation Details (With Text)

File #:	24-595	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/3/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	
Title:	Approval of the October 8, 2024 Regular City Council meeting agenda as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-08-2024 Short Agenda (Revised).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2024
Agenda Date: October 8, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the October 8, 2024 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

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Approval of the October 8, 2024 Regular City Council meeting agenda as written or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: October 8, 2024
Time: 5:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 8, 2024. (24-595).

2. Minutes: (a) Regular Meeting of August 13, 2024. (24-596).

III. Awards and Presentations:

1. Proclamation for Customer Service Week. (24-543). (Finance 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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This Agenda may be Amended up until or at the Meeting

under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY25 Budget, BAF#25-004-A, in the amount of $6,825 with the use of Federal Forfeiture funds to purchase three new radars. (24-493). (Police Chief)

2. To Approve Task Order 2025-09 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance. (24-537). (Utilities Director)

3. Approve the Amended and Restated Development Agreement and Restrictive Covenant Allegra at Cocoa. (24-585). (City Manager)

4. Approve the contract revisions for the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2023 through September 30, 2026, modifying Article 15 Wages to provide annual wage increases for Fiscal Year 2025. (24-591). (Administrative Services Director)

5. Council approval of a 3% increase in rent for the tenants at the Porcher House. (24-582). (Comm. & Economic Development Director)

6. Consider the Donation Application for Brevard Prevention Coalition in the amount of $1,000. (24-593). (Administrative Services Director)

7. Approve Participation in Cooperative Purchasing Contract Sourcewell Contract #113021 -SUT for the Purchase of a 2025 Sutphen Heavy Duty Monarch Fire Pumper Rescue Apparatus HS 8092 and Authorize City Manager to execute a Purchase Order in the amount of $1,119,995 for the purchase of Apparatus and Associated Equipment. (24-580). (Public Works Director)

(B) Multi-Year Contracts:

8. Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of $250,000 for FY 2025. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of $250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract. (24-548). (Utilities Director)

9. Approve a Multi-Year Task Order 2025-03 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $4,514,117, of which the City of Cocoa will fund its total Pro Rata Share of $270,847; To Fund the City of pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers), and approve a Resolution Amending the FY2025 Budget, BAF#25-003-A, to Receive Funding from the Water Suppliers and to Allocate the Expenses for this project, and Approve an Amendment to the Master Agreement accepting the HDR 2025 Rate Schedule. (24-579). (Utilities Director)

VI. Public Hearings:

1. Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. (24-588). (Planner) ***Request to Table***

2. Consideration for approval Ordinance 13-2024 a Land Development Code Text Amendment Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, and limited types of commercial vehicles and heavy equipment sales and rentals, to the list of permitted uses of subsection (A)(12) in the C-G, Commercial-General, zoning district. (24-589). (Planner) ***Request to Table***

VII. Council Business:

~~1. Council approval of a 3% increase in rent for the tenants at the Porcher House. (24-582). (Comm. & Economic Development Director)~~ **Moved to Consent**

1. Consider the appointment of Katherine Stewart and Joseph Bachand to fill one Regular member vacancy and one Alternate member vacancy on the Planning and Zoning Board. (24-587). (Administrative Services Director) ***Request to Table***

This Agenda may be Amended up until or at the Meeting

2. Approval of Resolution 2024-098, declaring a State of Emergency due to impending disaster conditions and the potential of Hurricane Milton. (24-601) (City Manager)

3. Approve Resolution 2024-099 providing for a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Milton. (24-600). (Community Services Director)

~~3. Consider the Donation Application for Brevard Prevention Coalition in the amount of $1,000. (24-593). (Administrative Services Director)~~ **Moved to Consent**

VIII. City Business:

~~1. Approve Participation in Cooperative Purchasing Contract Sourcewell Contract #113021 -SUT for the Purchase of a 2025 Sutphen Heavy Duty Monarch Fire Pumper Rescue Apparatus HS 8092 and Authorize City Manager to execute a Purchase Order in the amount of $1,119,995 for the purchase of Apparatus and Associated Equipment. (24-580). (Public Works Director)~~ **Moved to Consent**

1. To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (24-599). (Councilwoman Weeks) ***Request to Table***

IX. Informational Agenda:

1. Bi-weekly Report from September 23 - October 4, 2024. (24-594). (City Manager)

2. Informational Only – The City of Cocoa's Open Board Vacancies. (24-597). (City Clerk)

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

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This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	24-596	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	10/3/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	
Title:	Approval of the August 13, 2024 Regular City Council meeting minutes as written or with amendments.				
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Attachments:	08-13-2024 Minutes ADA.pdf Exhibit A - Preliminary PUD Request – N. Range Rd..pdf Exhibit B - Diamond Square Zoning Text Amendment.pdf Exhibit C - Four Corners Visioning Update presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2024
Agenda Date: October 8, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approval of the August 13, 2024 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the August 13, 2024 Regular City Council meeting minutes as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

August 13, 2024

A Regular City Council Meeting was held on Tuesday, August 13, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Deputy Mayor Hearn provided the invocation and Councilmember Goins led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

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

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Samantha Senger, Communications and Economic Development Director; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Robert Beach, Chief Technology Officer; Mitch Lawyer, Systems and Support Manager; Megan Crutcher, Help Desk Support Tech; Luci Ribeiro, Planner; and Jennifer Webster, Senior Planner.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 13, 2024. (24-460).

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve the agenda for the Regular meeting of August 13, 2024 with an amendment to add Council Business Item VII.3, to discuss direction regarding security for Recreation Partner events and games.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Minutes: (a) Special City Council Meeting Minutes of June 4, 2024 (24-459).

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss to approve the minutes for the Special City Council meeting of June 4, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. Awards and Presentations:

1. Presentation by the Economic Development Commission of Florida's Space Coast. (24-372). (Angela Neal)

Ms. Angela Neal, representing the Economic Development Commission of Florida’s Space Coast, gave a presentation on the Florida Space Coast’s new branding and talked about their new website.

IV. Delegations:

Michelle Lewis, 4303 Rayburn Rd., Cocoa, shared that she has concerns because her property backs up to a new residential project and she spoke with the project manager and found out that there are no plans to put up any sort of fencing or buffer between their property line and her property line. She owns a ranch and raises animals and is a single mother of three young children. She is concerned about the safety of her family and her farm and does not know what to do. She asked if a buffer could be provided to separate her property from the developer’s.

In response, City Manager Whitten shared that although the zoning may be commercial, this is development of a multi-family property. Because it is residential backing up to residential, a buffer may not necessarily be required per the Code. That being said, he offered to speak with the developer to see if anything could be done.

Sharlene Dewitz, representing Matthew's Hope, provided an update on the Matthew's Hope organization and the people they have been able to assist.

V. Consent Agenda:

(A) General Consent Items:

1. Approve Resolution 2024-073 to update the Fraud Policy to the Fraud, Waste & Abuse Policy to prevent and detect fraud, waste, or abuse as defined in Florida Statutes sec. 11.45(1). (24-253). (Finance Director)

2. Approve a Resolution Updating the Utility Handbook's Policies and Procedures (1000.8), for FY25. (24-406). (Finance Director)

3. Approve a Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Cape Canaveral to continue to provide water service to Cape Canaveral customers. (24-420). (Utilities Director)

4. Approve a Resolution Amending the FY24 Budget (BAF#: 24-113-IFT1-3) to Transfer Investment Interest ($13,380) from the ARPA Fund and to correct two Interfund Transfer Amounts. (24-422). (Finance Director)

5. Council approval to open the City's repair/rehabilitation program application funded by the State Housing Initiative Program (SHIP) and place the application on the City's website and promote it through social media and the City's newsletter. (24-423). (Community Services Director)

(B) Multi-Year Contracts:

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. Public Hearings:

1. Approve the second reading of Ordinance 10-2024 providing for the Cocoa Ad Valorem Tax Abatement Program Extension to appear on the referendum ballot extending the program for an additional ten (10) years. (24-388). (Communications & Economic Development Director)

   City Attorney Garganese announced that this is the Second and Final Reading and read the title into the record as follows:

   Ordinance 10-2024

   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; PROVIDING FOR A REFERENDUM ELECTION AND BALLOT LANGUAGE FOR THE NOVEMBER 5, 2024 ELECTION OR AN ELECTION SCHEDULED THEREAFTER PROVIDING FOR AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PURSUANT TO SECTION 196.1995, FLORIDA STATUTES; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

   Mayor Blake opened the Hearing to the public.

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

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to approve Ordinance 10-2024 on Second and Final Reading.**

   THE VOTE ON THE MOTION WAS:

   AYES: Blake, Hearn, Goins, Koss

   THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Consideration of a Preliminary Planned Unit Development (PUD) consistent with Appendix A, Zoning, Article XI, Section 17, for a 61-lot single-family residential subdivision on +/- 57.23 acres of property located on the east side of N. Range Rd., north of Kathi-Kim St. (24-449). (Planning Consultant)

   Steve Noto, RVi Consultant, gave a presentation[1] on the item and provided an explanation of the PUD.

   Mayor Blake opened the Hearing to the public.

[1] Exhibit A: Preliminary PUD Request – N. Range Rd.

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

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve Ordinance 12-2024 amending Appendix A, Article XI, Section 3, of the code of the City of Cocoa to create new minimum yard requirements applicable to properties located in the Diamond Square Community Redevelopment Area zoned RU-1-7 zoning district. (24-450). (City Manager)

City Attorney Garganese read the title into the record as follows:

Ordinance No. 12-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING APPENDIX A, ARTICLE XI, SECTION 3, OF THE CODE OF THE CITY OF COCOA TO CREATE NEW MINIMUM YARD REQUIREMENTS APPLICABLE TO PROPERTIES LOCATED IN BOTH THE RU-1-7 ZONING DISTRICT AND THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Ribeiro provided a presentation[2] on the item.

Mayor Blake opened the Hearing to the public.

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

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve Ordinance No. 12-2024 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

[2] Exhibit B: Diamond Square Zoning Text Amendment

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Request to postpone to the City Council meeting scheduled for August 27, 2024 consideration of an appeal regarding the City of Cocoa Board of Adjustment's decision on May 15, 2024, concerning the proposed Special Exception to permit the sale of beer and wine in the CBD-CVO District, as outlined in Appendix A, Zoning, Article XI, Section (13), (C)(6) and section 22 (F), of the City of Cocoa Code. (24-458). (City Manager)

Mayor Blake opened the Hearing to the public.

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

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to postpone the item to the August 27, 2024 Regular City Council meeting beginning at 6pm at Cocoa City Hall, 65 Stone St., Cocoa, FL.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. Council Business:

1. Request for Special Funding for Land. (24-466). (Deputy Mayor Hearn)

Deputy Mayor Hearn shared that he requested this item because he would like Council to consider directing staff to draft a letter to the State Representative and the Governor requesting assistance for funds or apply for grants to help purchase environmentally sensitive properties in the City of Cocoa to help preserve those pieces of property.

Councilmember Goins asked who would be responsible for determining which properties are environmentally sensitive. In response, Deputy Mayor Hearn stated that the City Manager or the Planning Department could probably determine which properties are environmentally sensitive.

Councilmember Koss shared that she is supportive of the idea Deputy Mayor Hearn is proposing, however there are already some other programs that are in place that staff could look into. She shared some information about two other programs that could be looked at instead.

Mayor Blake opened the item to the public.

Ms. Janice Smith, 2107 Clairemont Dr., Cocoa, is particularly interested in environmentally sensitive property located on the corner of Dixon Blvd. and Indian River Drive. It is a big piece of wetland property and she can't imagine that anyone would want to try and develop it. She would like Council to consider that property if they decide to move forward with this idea. She asked if it would be possible to get a group together to go out and look at the property.

Frank Sullivan, 1705 N. Indian River Dr., Cocoa, talked about the history of the Dixon Blvd. property.

Deputy Mayor Hearn shared that this isn't in regard to a certain property and that there are several properties throughout the city that are environmentally sensitive. Additionally, he is in favor of tabling this item to gather more information for a future Council meeting.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss to table the request to a future date so staff can look into the EEL program process and grant funding, as well as bring more information back on wetland mitigation banks to see if that is something that is feasible for the City of Cocoa.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

City Manager Whitten provided further clarification. He stated that he will share the link to the EELs program information with Council. Additionally, he pointed out that the Code defines what "environmentally sensitive" is and provided the definition.

2. Sponsorship of the Space Coast Black Chamber of Commerce Annual Gala. (24-467). (Deputy Mayor)

Deputy Mayor Hearn talked about the Space Coast Black Chamber of Commerce Annual Gala and asked Council to consider sponsoring a table for $1,500. The event is on August 24, 2024 at 6pm at the Tides.

Councilmember Koss and Deputy Mayor Hearn stated that they will be able to attend, although Mayor Blake and Councilmember Goins will be out of town and will not be able to attend.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss to sponsor a table at the Space Coast Black Chamber of Commerce Annual Gala on August 24, 2024 in the amount of $1,500.**

Deputy Mayor Hearn added that an annual membership will be included for the City with the sponsorship.

THE VOTE ON THE MOTION WAS:

AYES: Hearn, Goins, Koss

NAYES: Blake

THE MOTION CARRIED (3-1)

3. Discussion and approval of necessary action/direction regarding security for Recreation Partner events/games. (Councilmember Goins) **Walk-on Item.**

City Manager Whitten provided an explanation of the item. He noted that he is under the impression that he is being directed to request that the Recreation Partner agreement be amended to include that security must be present and provided for at Recreation Partner events or games. It was clarified that the security must be a sworn officer.

Mayor Blake asked who will be absorbing the cost of having law enforcement attend the games. In response, Councilmember Goins shared that the League will, however if they do not pay than they forfeit their hand in the agreement.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to direct the City Manager to reach out to Brevard County to request that the Recreation Partner Agreement be amended to require law enforcement at the Recreation Partner events/games; request that an indemnity provision for the City of Cocoa be added in the amendment; add and include the City of Cocoa as an insured organization on the certificate of insurance; one officer required for five games and under or two officers for five or more games, with the request to be effective immediately, for discussion.**

Deputy Mayor Hearn stated that he is in favor of the motion, however he thinks because of the short notice he'd like to request that the Cocoa Police Department assist this Saturday with the games.

Councilmember Koss inquired about the cost and if the League is prepared to pay. In response, Ms. Senger shared that detail costs for a regular sworn officer is $50 dollars an hour.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. City Business:

1. Approve a Resolution to accept Stantec's FY2024 Water/Sewer Utility Revenue Sufficiency Report, validating the reduction of the automatic four percent (4%) increase in FY2025, to a two percent (2%) increase to the Water, Sewer, Fire Lines, Hydrant, and Reclaimed Water fixed monthly charges and usage rates effective October 1, 2024 by amending Schedule A (1001A.FY25): Utility Rates, Fees and Charges for FY25 and further adjusting Schedule A (1001A.FY26): Utility Rates, Fees, and Charges for FY26 with the automatic four percent (4%) increase. (24-379). (Finance Director)

   Ms. Bowman provided a brief background on the item.

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approve the Preliminary Assessment Resolution 2024-071 for Fire Protection, for Fiscal Year 2025. (24-414). (Finance Director)

   Ms. Bowman provided a brief background on the item.

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve the Preliminary Assessment Resolution 2024-072 for Stormwater Utility Services, Fiscal Year 2025, and to Accept our Financial Consultant, Stantec's - Stormwater Rate Study. (24-415). (Finance Director)

   Ms. Bowman provided a brief background on the item.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to approve Resolution 2024-072.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Four Corners Visioning Update. (24-457). (Planning Consultant)

Mr. Noto provided a Four Corners Visioning Update presentation[3].

Deputy Mayor Hearn suggested proposing a pedestrian bridge across SR520 if a discussion is going to be held with FDOT.

Councilmember Goins shared that he is not in favor of a carwash in that area.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to direct RVi and staff to move forward with all five proposed recommendations, for discussion.**

Councilmember Koss shared that she is not in favor of a liquor store or a smoke shop.

Councilmember Goins added that he would not like to see a gas station either.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Approve Resolution 2024-077 adopting a revised fee schedule for planning and zoning lot split applications and Community Development District Review for new developments within the City of Cocoa. (City Manager) (24-461). (City Manager)

Ms. Webster talked about the revised fee schedule for planning and zoning lot split applications as well as the fees for Community Development District (CDD) reviews for new development within the City of Cocoa.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve Resolution 2024-077.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss

[3] Exhibit C: Four Corners Visioning Update presentation

THE MOTION CARRIED UNANIMOUSLY (4-0)

IX. Informational Agenda:

1. Planning & Zoning Project Updates Report. (24-412). (City Manager)
2. Bi-weekly Report from July 22 - August 9, 2024. (24-463). (City Manager)

3. Informational Only – The City of Cocoa's Open Board Vacancies. (24-464). (City Clerk)

X. Reports:

City Manager Whitten stated that he would like to make a recommendation for a ranking committee in regards to 915 Florida Avenue. The ranking committee would rank their top three choices and bring those selections back to Council. He would like to recommend Ms. Neuterman, Ms. Bowman and a designee appointed by the City Manager if Council does not have any objections. In response, Council provided their consensus.

Ms. Gemmati reminded everyone that the deadline to apply for the District 3 vacancy is this Friday, August 16th at noon in the City Clerk's Office.

Ms. Senger talked about the success of the Back-to-School Drive that recently took place. Additionally, the computer lab at Travis Park will be having its Grand Opening event on August 23rd at 10am.

The City is also partnering with Historic Cocoa Village Main Street and will be having a Small Business Conference on Monday, August 26th beginning at 8:30am at the Cocoa Civic Center.

City Manager Whitten provided an update on the Washington DC trip that he attended with Mayor Blake to talk about funding for the Brightline project.

Councilmember Koss stated that she is looking forward to having someone fill the seat of District 3 that will be committed to the City.

Deputy Mayor Hearn shared that on November 9, 2024 there is a Speakeasy event being hosted by Matthew's Hope at the Trinity Oaks Event Venue, 825 Forrest Ave., beginning at 7:30pm.

Additionally, this Thursday, August 15th at 7pm the Cocoa High School Football team will be having a public pep rally.

Councilmember Goins shared photos from events he recently attended.

Mayor Blake shared photos from events he recently attended.

XI. Adjournment:

*** MOTION by Councilmember Goins; Seconded by Mayor Blake, to adjourn the Regular meeting of August 13, 2024.**

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 9:23 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

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FLORIDA

City Council Meeting

August 13, 2024

Exhibit A



Karali Associates, LLC – Subdivsion

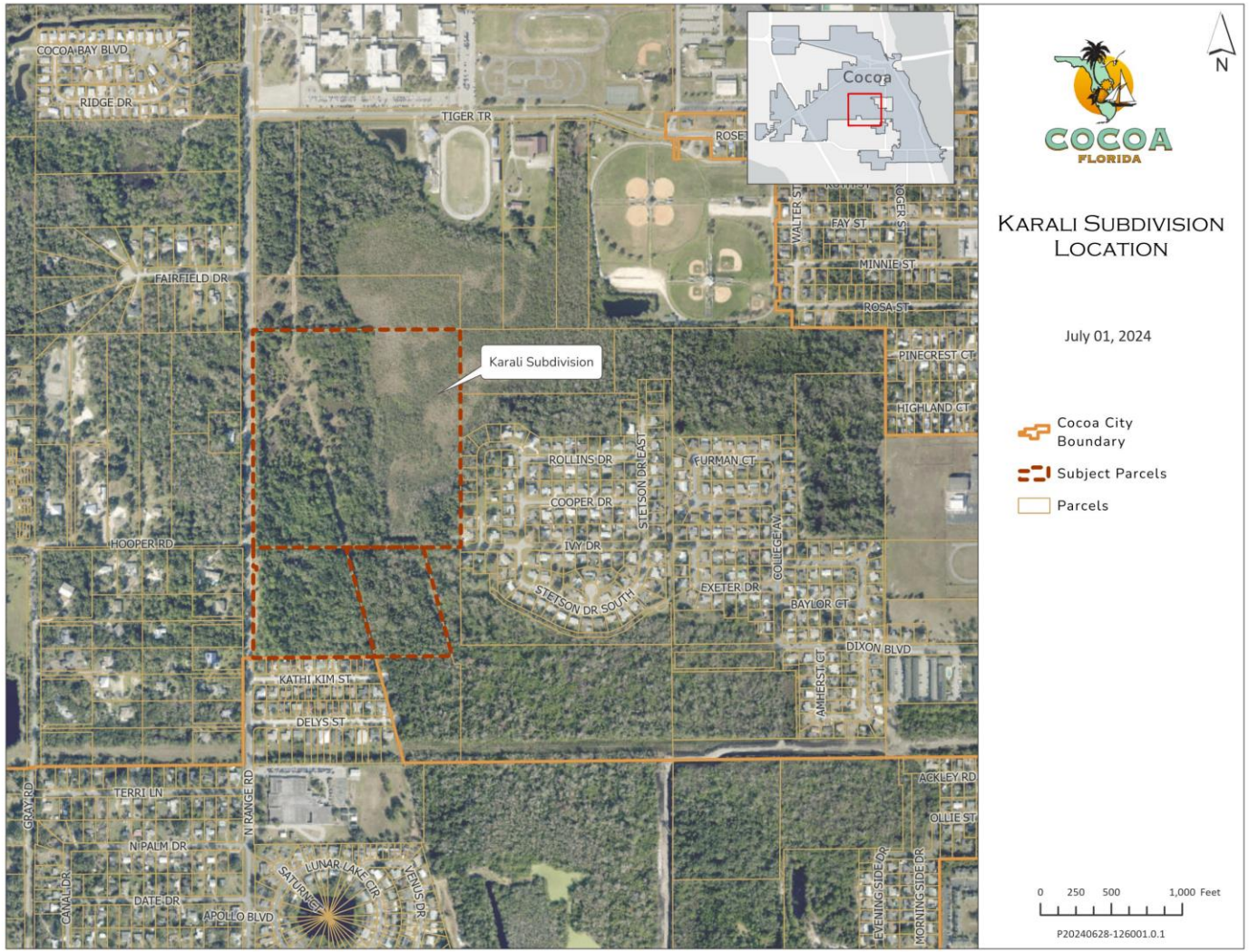
Preliminary PUD Request – N. Range Rd.



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Karali Associates Preliminary PUD
Location Map

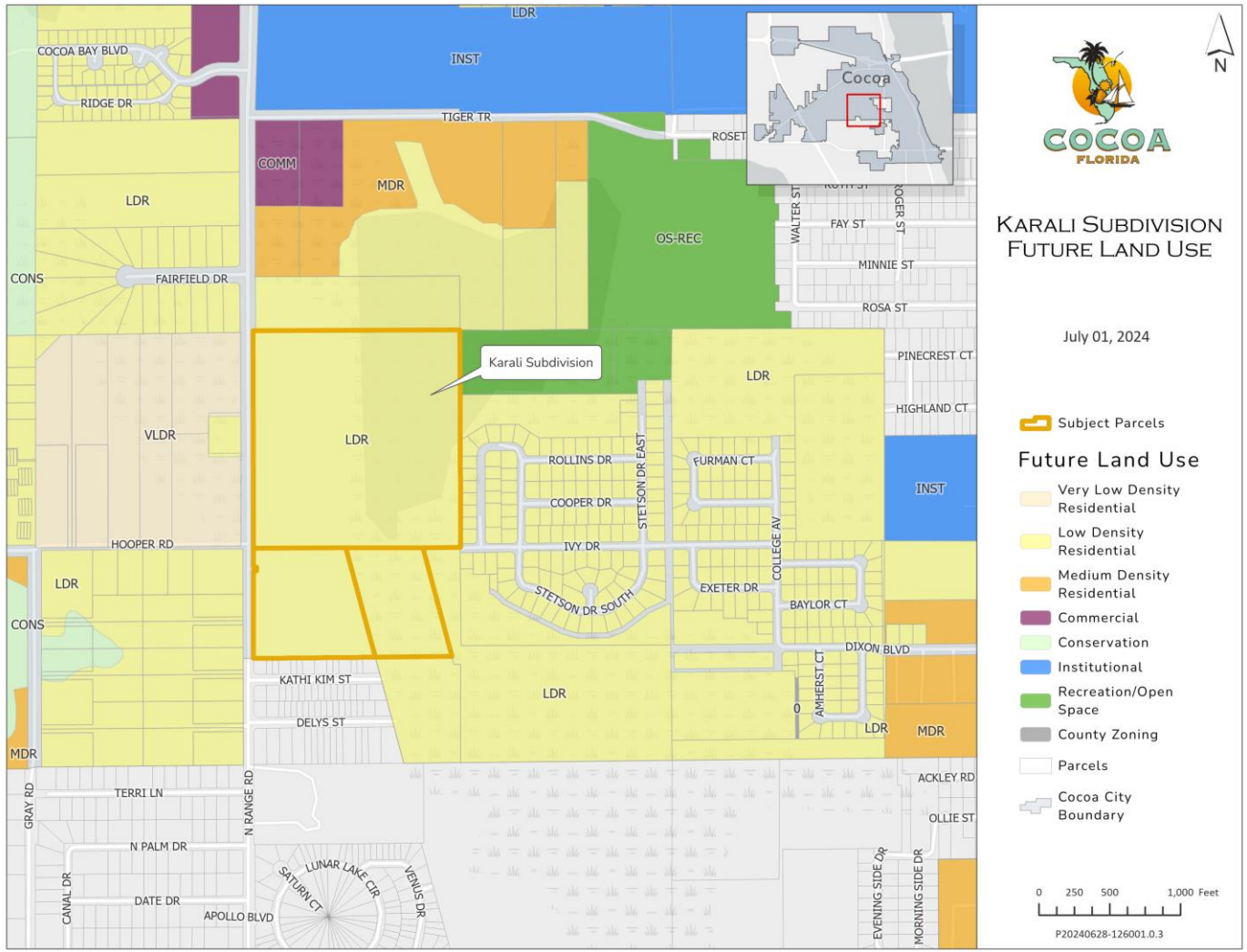
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FLORIDA



- The +/-57.23-acre subject property is located on the east side of N. Range Rd., north of Kathi Kim St., and adjacent to Hooper Rd.
- The Subject Property is currently vacant.
- Approximately 28.73-acres are wetlands.
- The proposed development program will occur on the +/-28.50-acre upland area.

Karali Associates Preliminary PUD
Location Map

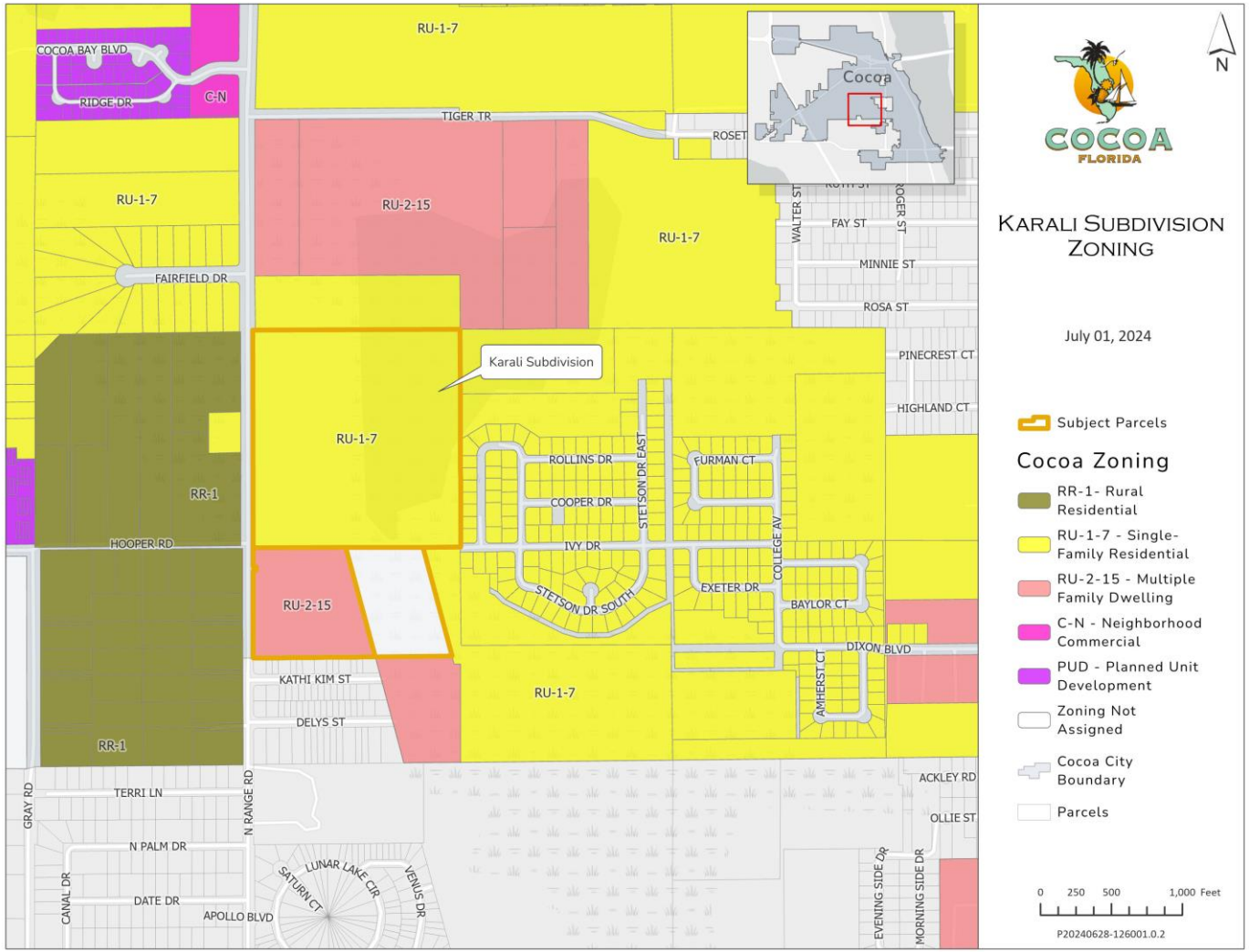
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- The Future Land Use designation of the Subject Property is LDR, Low-Density Residential.
- The maximum density allowed by LDR is 7 units per acre.
- The majority of the surrounding properties are also designated at LDR.

Karali Associates Preliminary PUD
Location Map

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- The Subject Property is a mixture of three zoning districts
  - RU-1-7 Single-Family Residential District
  - RU-2-15 Multiple-Family Dwelling District
  - No Zoning
- The surrounding zoning districts is a similar mixture of RU-1-7, RU-2-15, andalso RR-1

Rezoning Request

- The applicant is proposing a 61-lot, single-family detached subdivision with multiple open space tracts, and associated infrastructure. The project proposes two different lot types: 40-foot wide and 50-foot wide. Of the 61-lots, 31 lots are 40-foot wide, and 30 lots are 50-foot wide. The developable area of the property consists of +/- 28.5-acres.

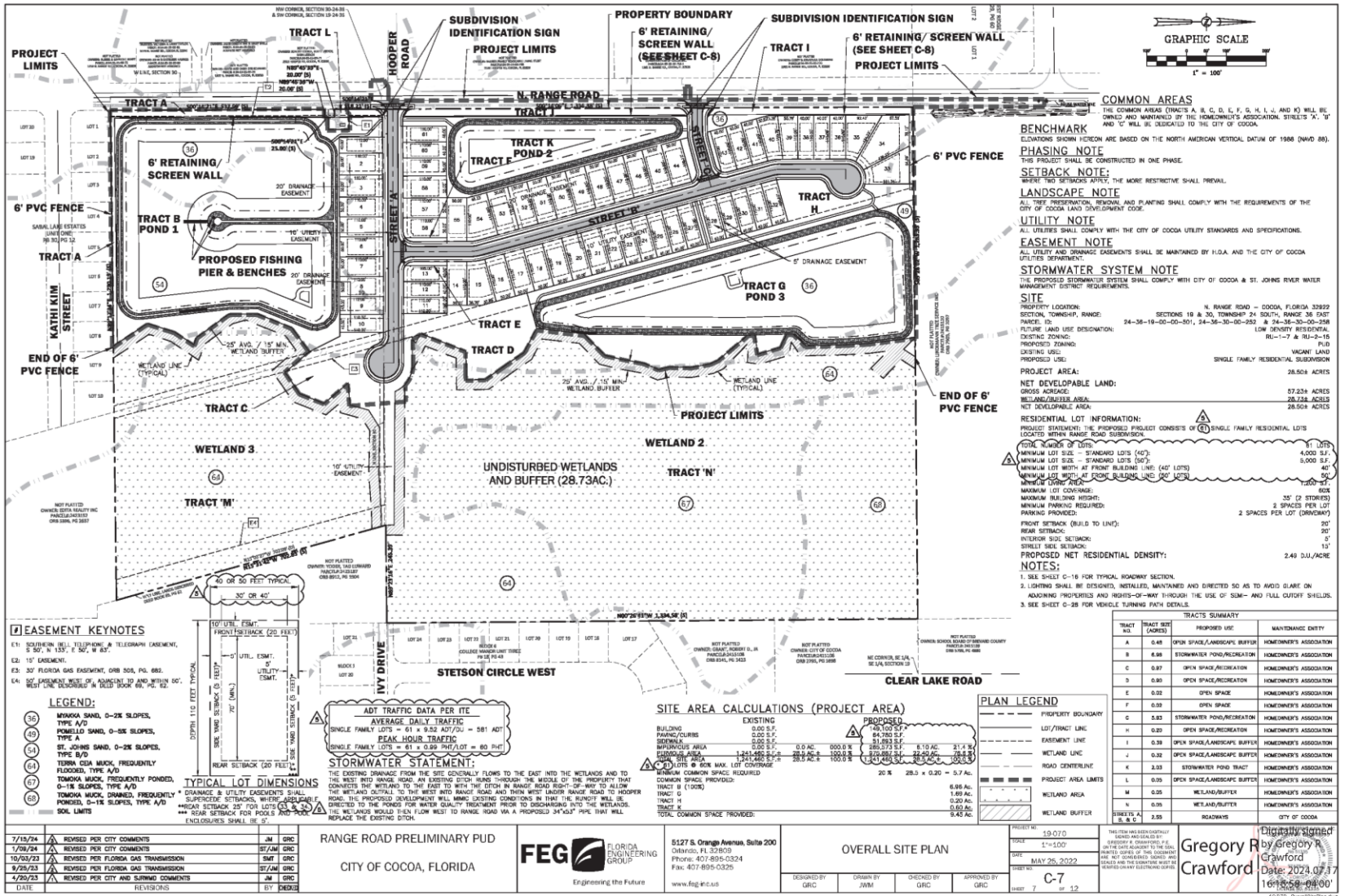
Rezoning Request

- From a process perspective, the applicant is only requesting a Preliminary Development Plan (PDP) at this time. As a result, this review is based on a concept plan. The staff review is to provide comments and feedback about the PDP so the applicant may submit a more complete Final Development, which is tied to a final rezoning and Development Agreement.
- If the City Council approves the Preliminary Master Plan, the zoning does not change.
- Entitlements do not change.

Karali Associates Preliminary PUD

Project Overview

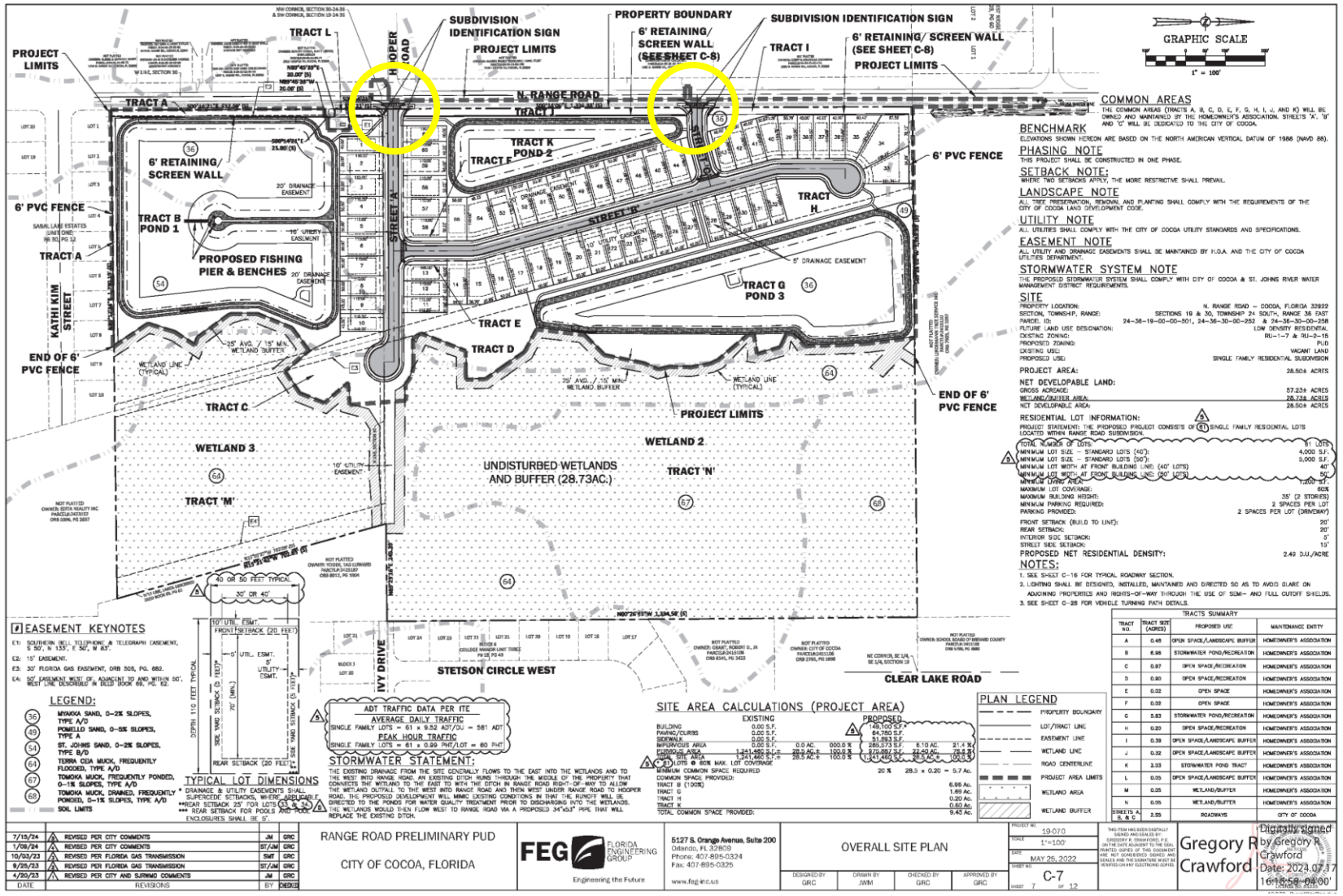
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Project Overview

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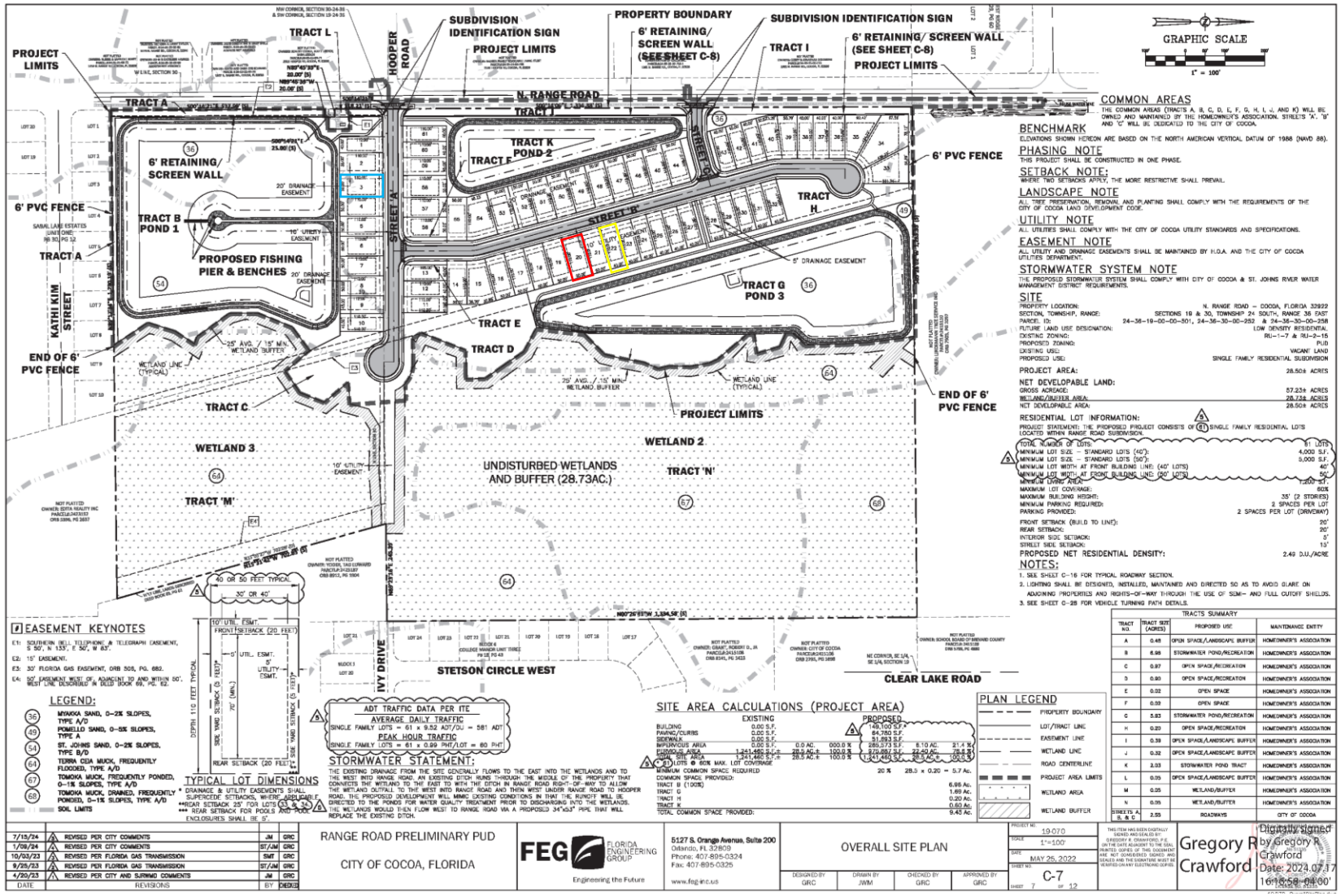


- Two access points proposed from N. Range Rd.

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Project Overview

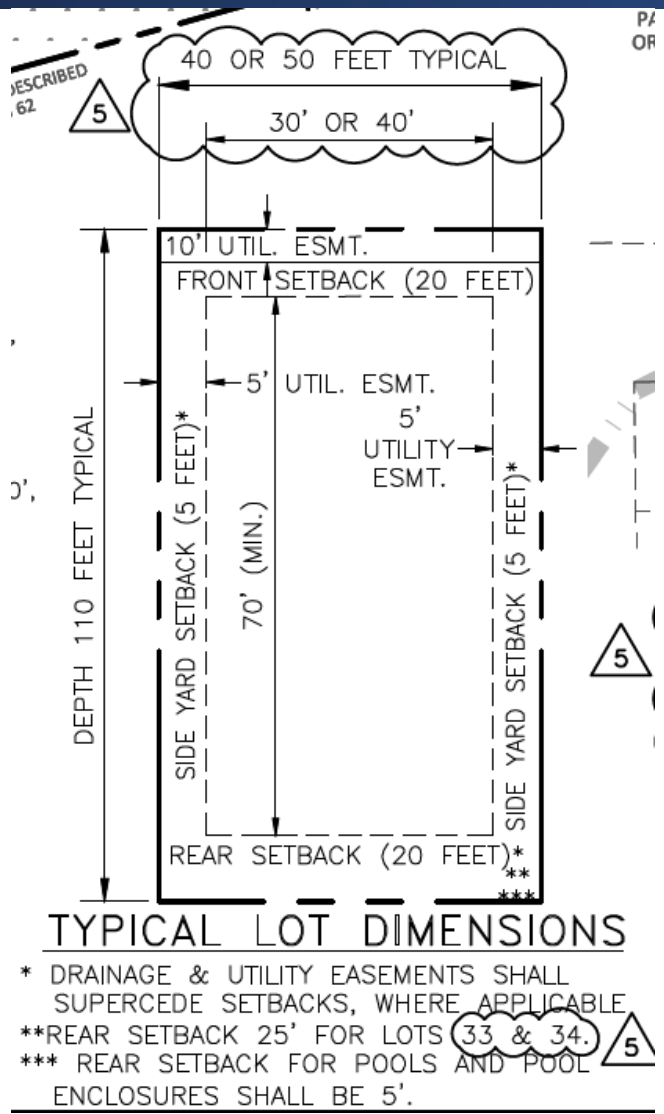
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- The proposed plan shows a mix of 40’ wide and 50’ wide lots.
- All lots will consist of single-family detached homes.

Karali Associates Preliminary PUD
Project Overview

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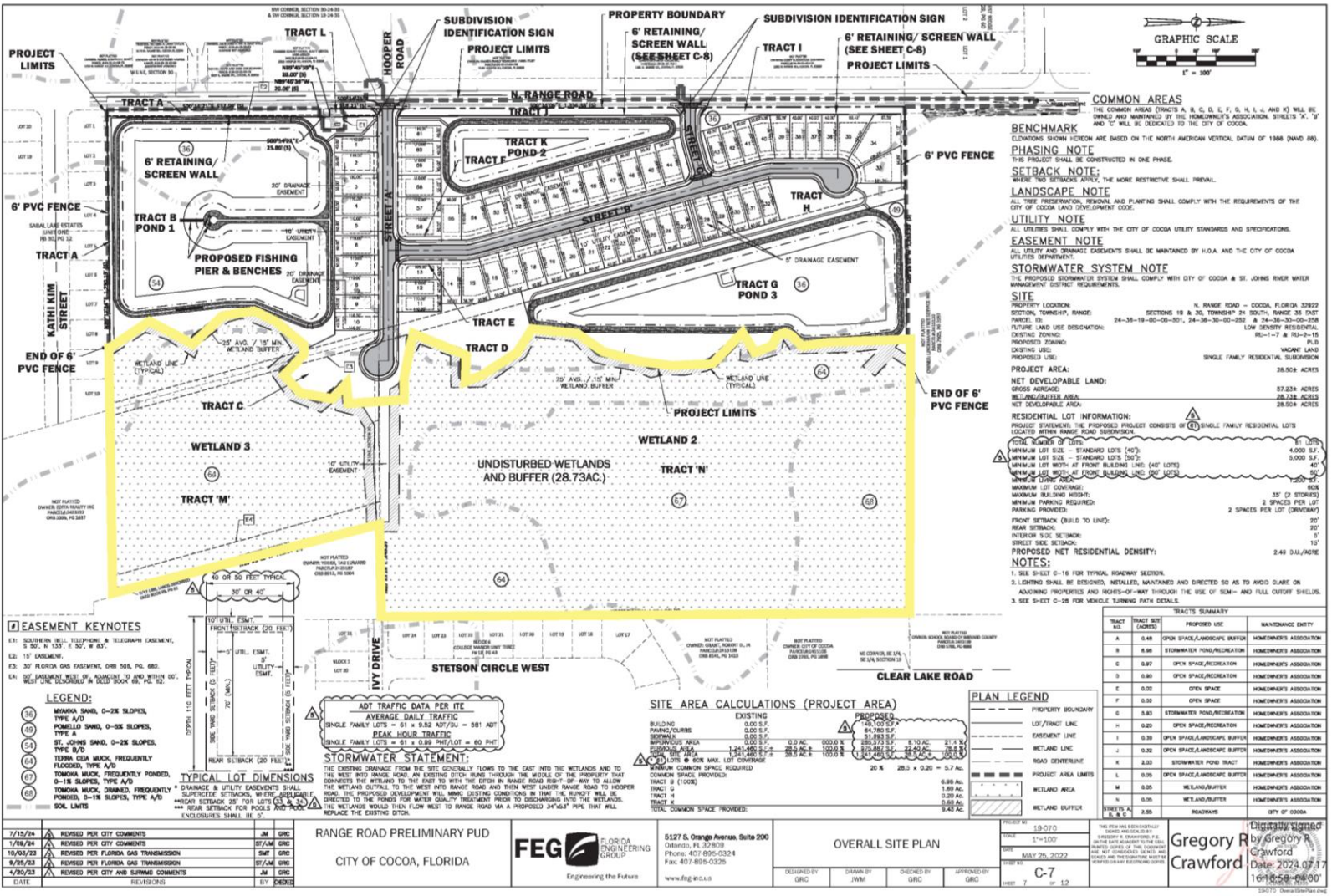


- Proposed setbacks are as follows:
  - Front: 20'
  - Side: 5'
  - Rear: 20'
- Typical code requirement is:
  - Front: 25'
  - Side: 8'
  - Side corner: 15'
  - Rear: 15'

Karali Associates Preliminary PUD

Project Overview

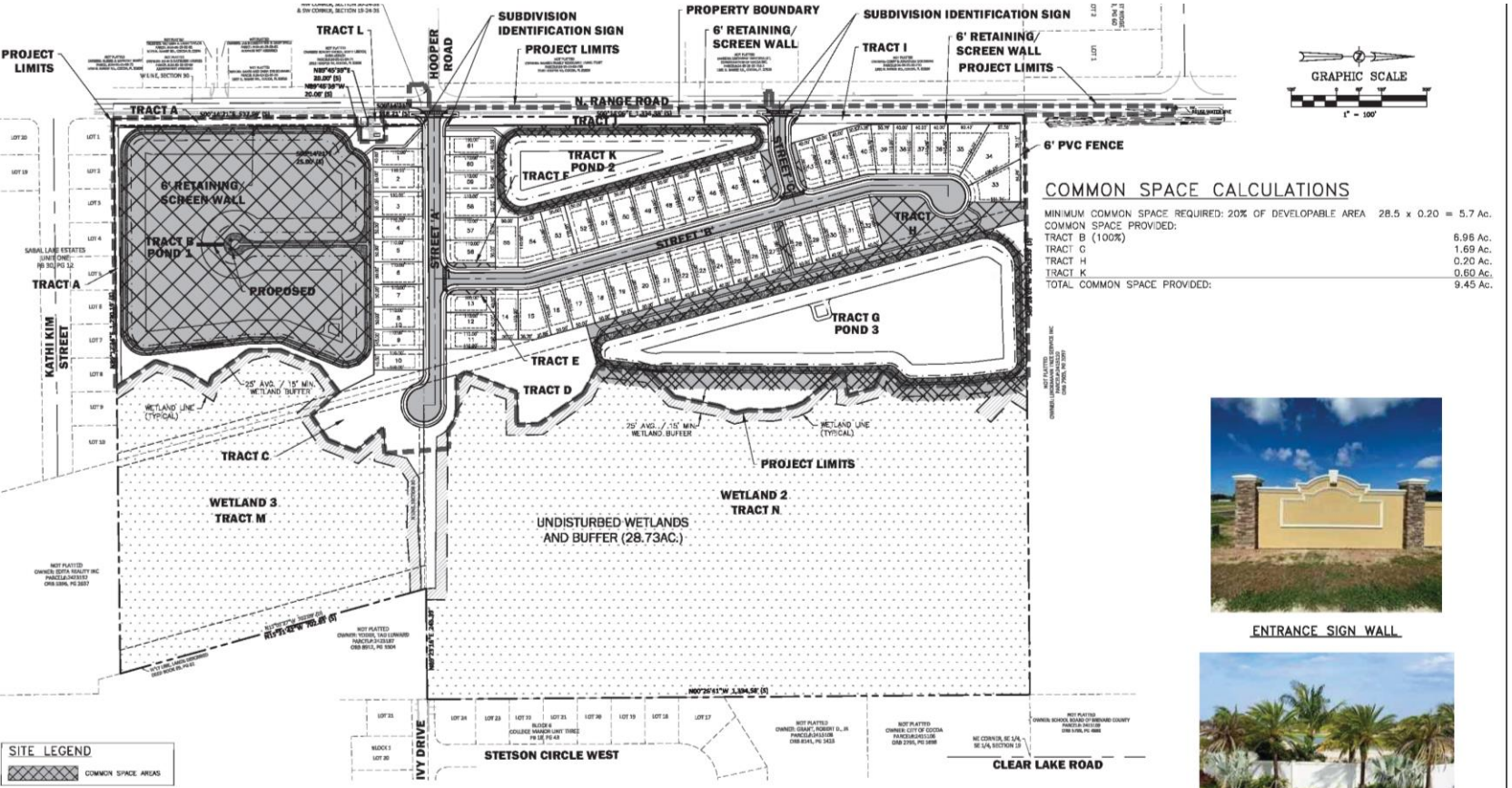
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- Approximately 28.73-acres are wetlands.
- Those wetland areas will remain and are not proposed for any development.

Karali Associates Preliminary PUD
Project Overview

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COMMON SPACE CALCULATIONS

MINIMUM COMMON SPACE REQUIRED: 20% OF DEVELOPABLE AREA 28.5 x 0.20 = 5.7 Ac.

COMMON SPACE PROVIDED:

TRACT B (100%)	6.96 Ac.
TRACT C	1.69 Ac.
TRACT H	0.20 Ac.
TRACT K	0.60 Ac.
TOTAL COMMON SPACE PROVIDED:	9.45 Ac.

ENTRANCE SIGN WALL

SCREEN WALL

7/15/24	REVISED PER CITY COMMENTS	JM	GRC
1/08/24	REVISED PER CITY COMMENTS	ST/JM	GRC
10/03/23	REVISED PER FLORIDA GAS TRANSMISSION	SMT	GRC
9/25/23	REVISED PER FLORIDA GAS TRANSMISSION	ST/JM	GRC
4/20/23	REVISED PER CITY AND SJRWMD COMMENTS	JM	GRC

RANGE ROAD PRELIMINARY PUD
CITY OF COCOA, FLORIDA

FEG FLORIDA ENGINEERING GROUP
Engineering the Future

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

COMMON SPACE PLAN

PROJECT NO. 19.070
SCALE 1"=100'
DATE MAY 25, 2022
SHEET NO. C-8

DESIGNED BY GRC | DRAWN BY JWM | CHECKED BY GRC | APPROVED BY GRC

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GREGORY R. CRAWFORD, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

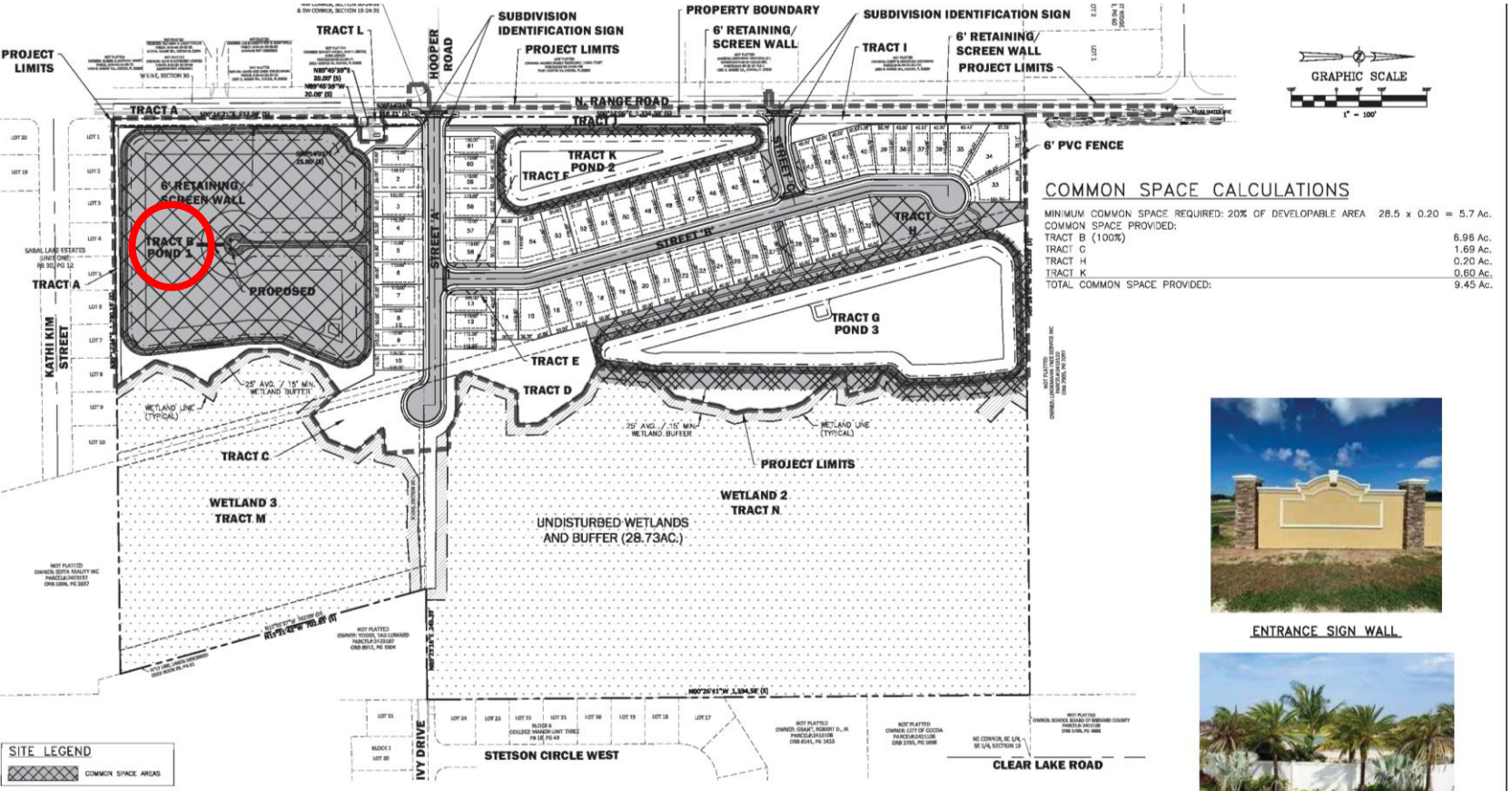
Gregory R Crawford

Digitally signed by Gregory R Crawford
Date: 2024.07.1

- The LDC for PUDs require a minimum of 20% open space.
- The project required 5.7-acres.
- The applicant is providing 9.45-acres.
- Tracts B, E, F, G, H, K, O, and P will all be provided as amenitized common/open space.

Karali Associates Preliminary PUD
Project Overview

COCOA
FLORIDA



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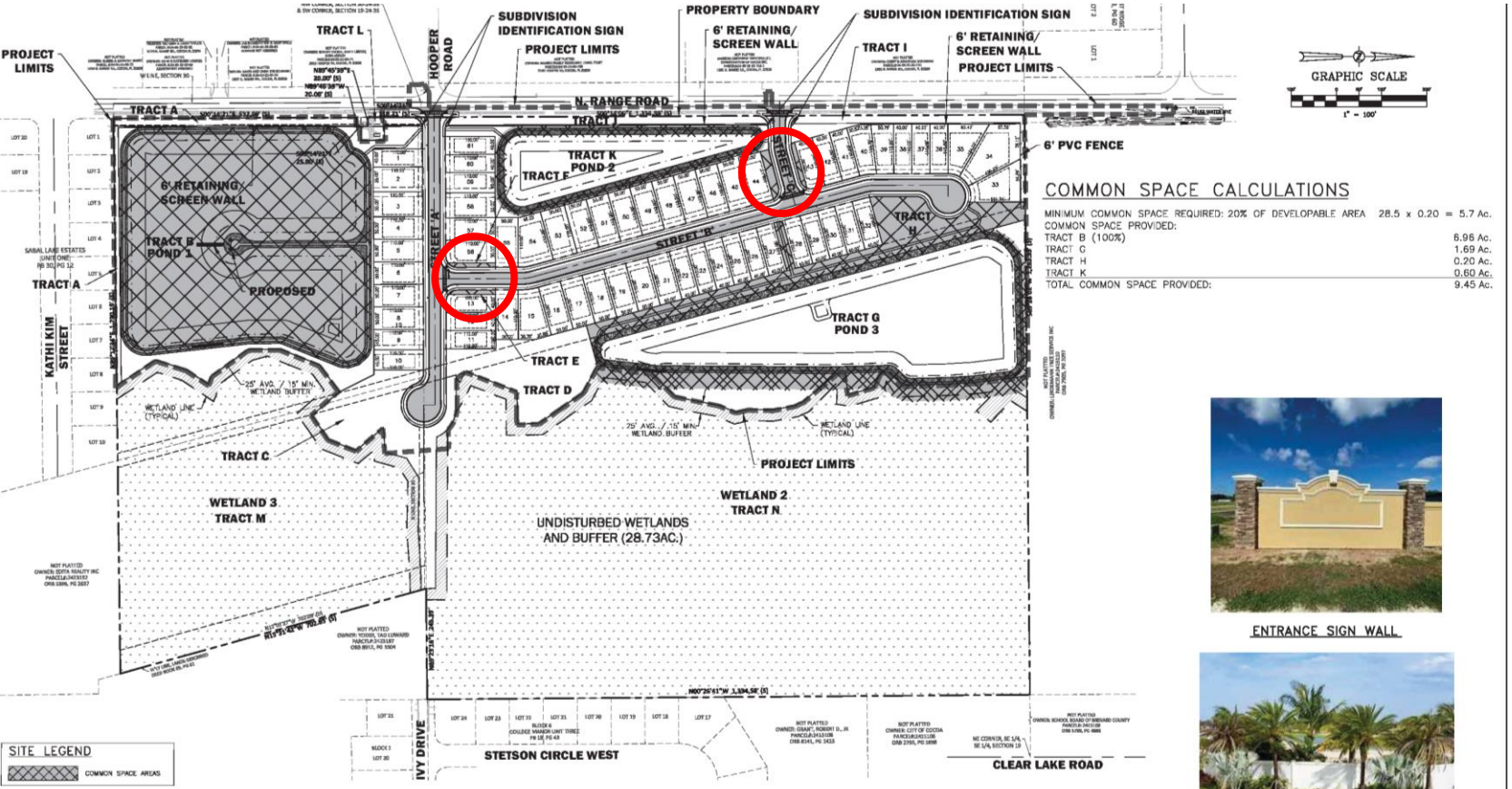
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Gregory R Crawford
Digitally signed by Gregory R Crawford
Date: 2024.07.1

- Tract B consists of:
  - Sidewalk path
  - Benches
  - Pond will be stocked with fish in accordance with FWS recommendation

Karali Associates Preliminary PUD
Project Overview

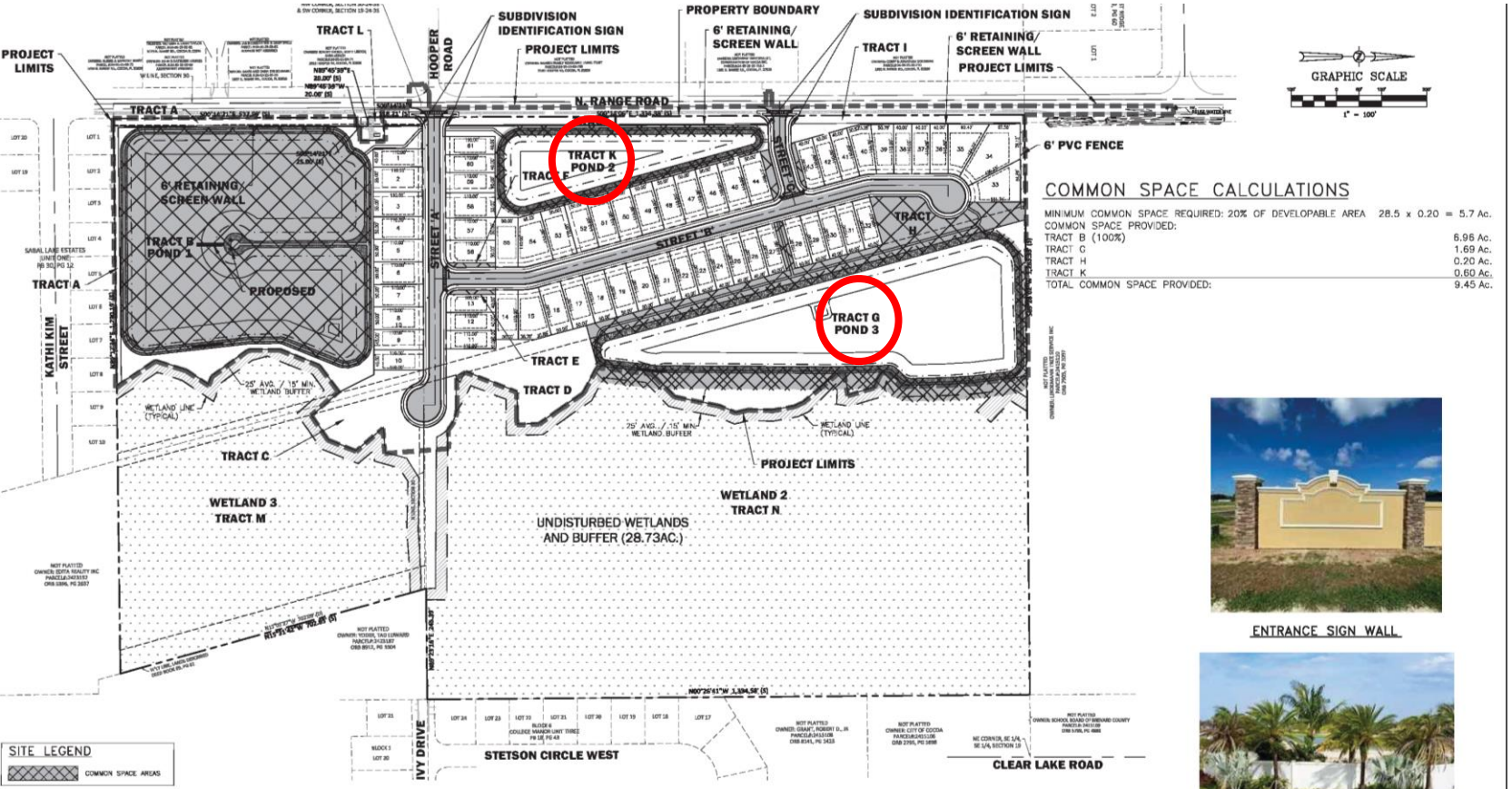
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- Tracts E, F, O & P consist of:
  - General open space areas with benches and trees

Karali Associates Preliminary PUD
Project Overview

COCOA
FLORIDA



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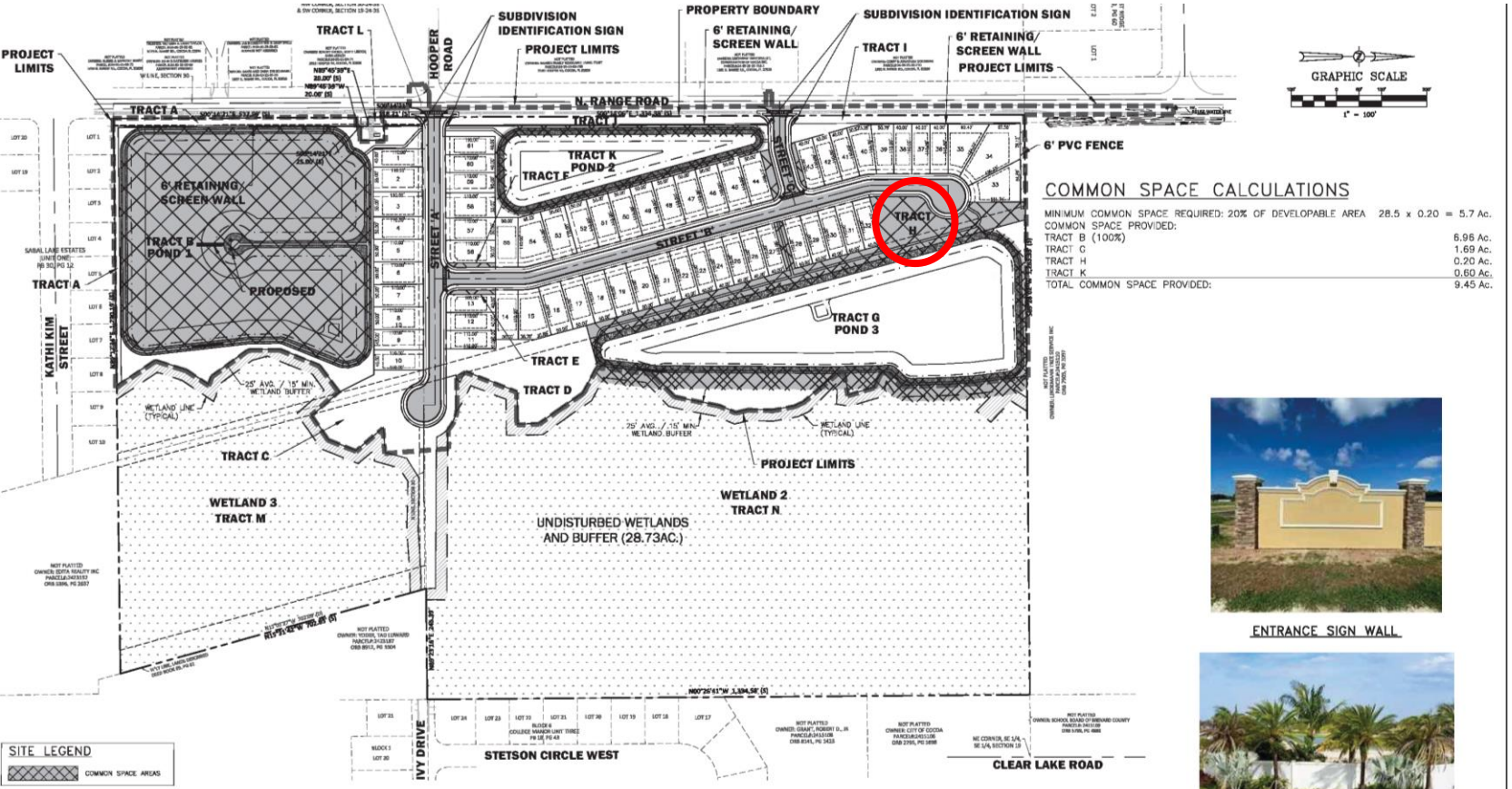
Gregory R Crawford

Digitally signed by Gregory R Crawford
Date: 2024.07.1

- Tracts G & K consist of:
  - Stormwater ponds with sidewalk ponds along top of bank and are interconnected to other paths in the community.

Karali Associates Preliminary PUD
Project Overview

COCOA
FLORIDA



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5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

COMMON SPACE PLAN

PROJECT NO. 19.070
SCALE 1"=100'
DATE MAY 25, 2022
SHEET NO. C-8

DESIGNED BY GRC | DRAWN BY JWM | CHECKED BY GRC | APPROVED BY GRC

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GREGORY R. CRAWFORD, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

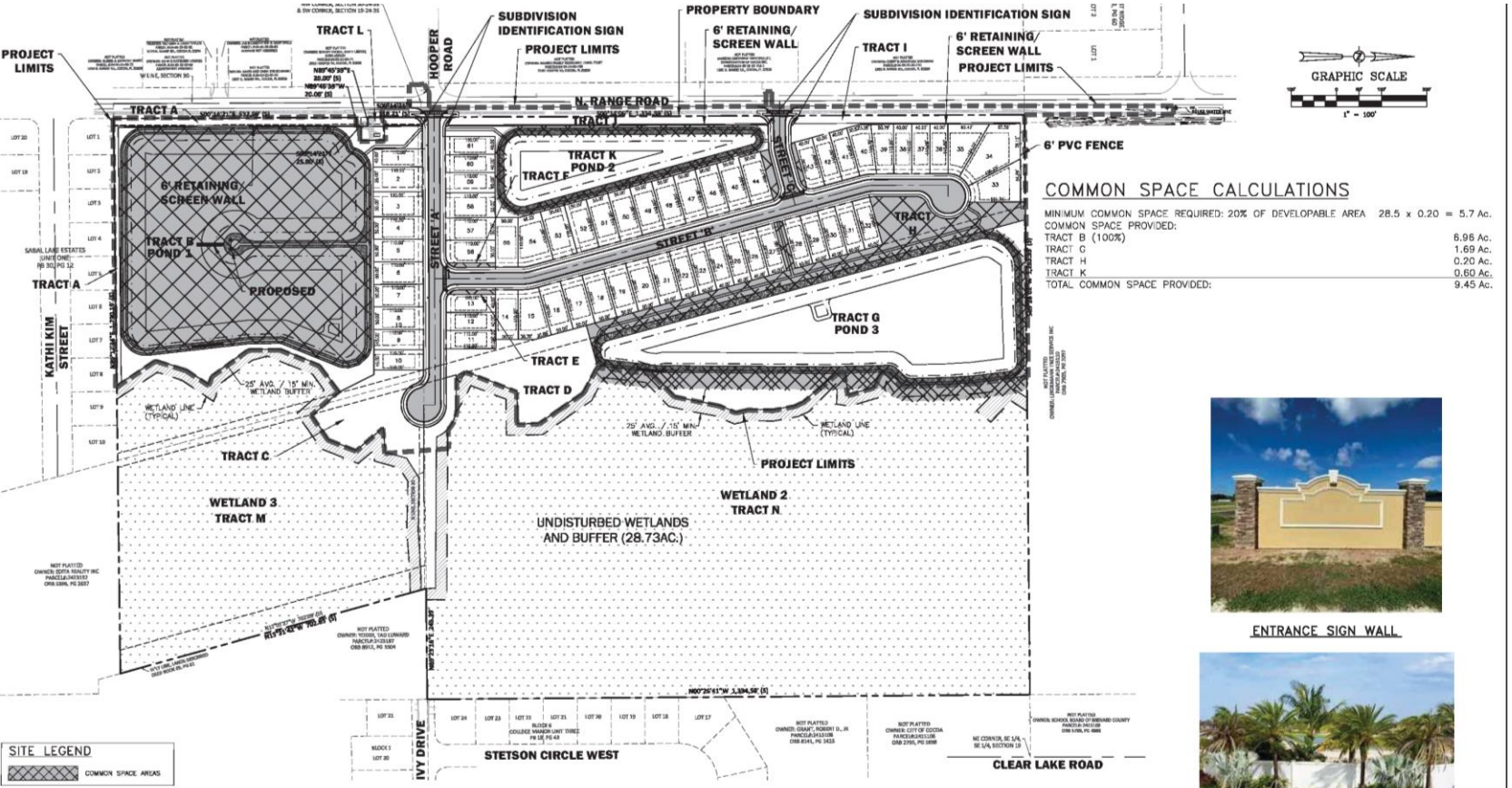
Gregory R Crawford

Digitally signed by Gregory R Crawford
Date: 2024.07.1

- Tracts H consists of:
  - A dog park, sidewalks, and open space area. A portion will also include a tot-lot by Lot 32.

Karali Associates Preliminary PUD
Project Overview

COCOA
FLORIDA



ENTRANCE SIGN WALL

SCREEN WALL

RANGE ROAD PRELIMINARY PUD
CITY OF COCOA, FLORIDA
FEG FLORIDA ENGINEERING GROUP Engineering the Future
5127 S. Orange Avenue, Suite 200 Orlando, FL 32809 Phone: 407-895-0324 Fax: 407-895-0325 www.feg-inc.us
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- The PDP process does not require a landscape plan. However, at Final Development Plan, landscaping will be reviewed.
- The applicant will be required to meet the requirements of Section 17.

Karali Associates Preliminary PUD
Project Overview

COCOA
FLORIDA



- "Schematic drawings of the elevation and architectural construction of the proposed structures" are required as part of the PDP.
- The applicant was advised to provide multiple elevations with high quality finishes as part of the project plan.

Karali Associates Preliminary PUD
Project Overview

COCOA
FLORIDA



- These elevations will carry-forward to the Final Development Plan and will be made part of the Development Agreement.
- The future builder will be held to the standards of the DA and the renderings to ensure the quality of architecture is built and maintained.

Rezoning Request

- **Article XXI, Section 17(I)(2)(d):** *The preliminary development plan shall be reviewed formally by the departments comprising the city's development review committee to determine the feasibility and suitability of the plan prior to the submission of the PUD zoning application to the planning and zoning board of the city. The planning and zoning board of the city shall then review said preliminary development plan to determine its conformity with the official plans and policies of the city and the requirements of this section. Upon completion of its review, the planning and zoning board of the city shall recommend to the city council, the approval, approval subject to conditions, or disapproval of the preliminary development plan application.'*

- The decision of the Planning & Zoning Board shall include findings of fact as required in Article XXI, Section 17(I)(2)(e).

Rezoning Request

1. Degree of departure of proposed planned unit development from surrounding areas in terms of character and density.

Staff Finding: An analysis of the surrounding area from the Subject Property shows that it is a mixture of VLDR (4 du/acre) and LDR (7 du/acre) Future Land Use (FLU) designations. The zoning is also mixed between RR-1, Rural Residential District (min. lot size 1 acre), and RU-1-7, Single-Family Residential District (min. lot size 7,500 sq. ft).

The proposed project consists of a 50/50 mix of 40' and 50' wide lots. The majority of the lots are 110' deep, which creates a mixture of 4,400 sq. ft. and 5,500 sq. ft. lots. This is smaller than the adjacent neighborhoods. Having said that, the FLU designation of LDR requires a density of 7 units per acre. Given the property size of +/- 57.23 acres, that would allow a gross density of 400 dwelling units. However, the project has been calculated utilizing a net density from the upland +/- 28.50 acres which allows for a maximum density of 200 units. The applicant is proposing a density of 2.14 dwelling units per acre, or a maximum of 61 dwelling units. That overall net density is less dense than the maximum allowed by the VLDR that is across the street to the west. In that regard, the applicant has created a project that would be more similar in nature to a project with VLDR FLU, even with smaller than typical lot sizes.

Rezoning Request

2. Compatibility within the planned unit development and relationship with surrounding neighborhoods.

Staff Finding: As noted in Section 1 above, an analysis of the surrounding area from the subject property shows that it is a mixture of VLDR (4 du/acre) and LDR (7 du/acre) Future Land Use (FLU) designations. The zoning is also mixed between RR-1, Rural Residential District (min lot size 1 acre), and RU-1-7, Single-Family Residential District (min lot size 7,500 sq. ft).

The proposed project consists of a 50/50 mix of 40' and 50' wide lots. The majority of the lots are 110' deep, which creates a mixture of 4,400 sq. ft. and 5,500 sq. ft. lots. This is smaller than the adjacent neighborhoods. Having said that, the FLU designation of LDR requires a density of 7 units per acre. Given the property size of +/- 57.23 acres, that would allow a gross density of 400 dwelling units. However, the project has been calculated utilizing a net density from the usable +/- 28.50 acres. This allows for a maximum density of 200 units. The applicant is proposing a density of 2.14 dwelling units per acre, or a maximum of 61 dwelling units. That overall net density is less dense than the maximum allowed by the VLDR that is across the street. In that regard, the applicant has created a project that would be more similar in nature to a project with VLDR FLU, even with smaller than typical lot sizes.

Rezoning Request

2. Compatibility within the planned unit development and relationship with surrounding neighborhoods.

The final product will be single-family detached structures that are one- and two-stories tall. The minimum square footage per zoning is 1,200 sq. ft., however the applicant has provided minimum building square footage details based on the proposed floor plans that would be built in the neighborhood. These floor plans range from sizes of 1,578 sq. ft. to 3,030 square feet. There are also architectural plans attached which show a variety of building types and finishes. The final building renderings provide for consistency and compatibility with the surrounding neighborhoods.

Rezoning Request

4. Provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control and soil conservation as shown in the preliminary development plan.

Staff Finding: Water and sewer services will be provided by the City of Cocoa Utilities via an existing water line along the west side of N. Range Rd. and an existing lift station located along the east side of N. Range Rd. Surface drainage, flood control, and soil conservation will be addressed with the proposed stormwater ponds that are designed to comply with the water quality and quantity requirements of the City and state, as well as compensating storage for any flood plain encroachment of the development.

There are two points of access proposed into the site from N. Range Rd. The southern access point, Street 'A', aligns with Hooper Rd.to the west. Approximately 700' to the north is the second access point, Street 'C'. No improvements to N. Range Rd. are proposed as the traffic impact analysis (TIA) found that all impacted roadways were projected to operate adequately at buildout.

On-site, the project proposes multiple open space tracts which include walking paths, a fishing pier, benches, shade trees, and general open space areas.

Rezoning Request

5. The nature, intent and compatibility of common space, including the proposed method for the maintenance and conservation of said common space.

Staff Finding: The proposed recreation and open space tracts are located throughout the development and along the stormwater ponds, which will provide for recreation and walking paths. All of the recreation and open spaces areas will be in separate tracts that will be owned and maintained by the Homeowner's Association in perpetuity. The preserved wetland areas will also be owned by the Homeowner's Association with a conservation easement over dedicated to the St. Johns River Water Management District. The applicant has provided a "Common Space Description", which is attached to this staff report. This document provides additional details as to how each Open Space Tract will function.

Rezoning Request

7. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed planned unit development.

Staff Finding: The internal roadways are local roadways that will have two (2) access points to N. Range Rd. A traffic impact analysis (TIA) was completed for a maximum 71 single-family dwelling units, which was the original development program for the project. No improvements to N. Range Rd. are proposed as the traffic impact analysis (TIA) found that all impacted roadways were projected to operate adequately at buildout. The TIA will be updated to reflect the new development program of 61 single-family dwelling units.

Rezoning Request

8. The availability and adequacy of water and sewer service to support the proposed planned unit development.

Staff Finding: The proposed project will connect to an existing 12-inch water line located along the west side of N. Range Rd. Sewer service will connect into an existing lift station located on the east side of N. Range Rd. that will pump the flow to the utility's wastewater treatment plant.

Rezoning Request

Consistency with Comprehensive Plan Policies and Objectives

The proposed Preliminary PUD is consistent with the allowable uses under the “Low Density Residential” Future Land Use per the City of Cocoa Comprehensive Plan as noted in Figure FLU-1, and FLU Policy 1.1.2.3.

Planning and Zoning Board

The Planning & Zoning Board unanimously recommended APPROVAL to the City Council of the requested Preliminary Planned Unit Development (PUD) consistent with Appendix A, Zoning, Article XI, Section 17, for three parcels totaling +/- 57.23 acres located on the east side of N. Range Rd. with parcel ID numbers 24-36-19-00-501, 24-36-30-00-252, and 24-36-30-00-258.

Karali Associates Preliminary PUD
Staff Recommendation

COCOA
FLORIDA

Staff recommends that the City Council APPROVE the requested Preliminary Planned Unit Development (PUD) consistent with Appendix A, Zoning, Article XI, Section 17, for three parcels totaling +/- 57.23 acres located on the east side of N. Range Rd. with parcel ID numbers 24-36-19-00-501, 24-36-30-00-252, and 24-36-30-00-258.

COCOA
FLORIDA

Diamond Square
Zoning Text Amendment
RU 1-7 Single-Family Residential District

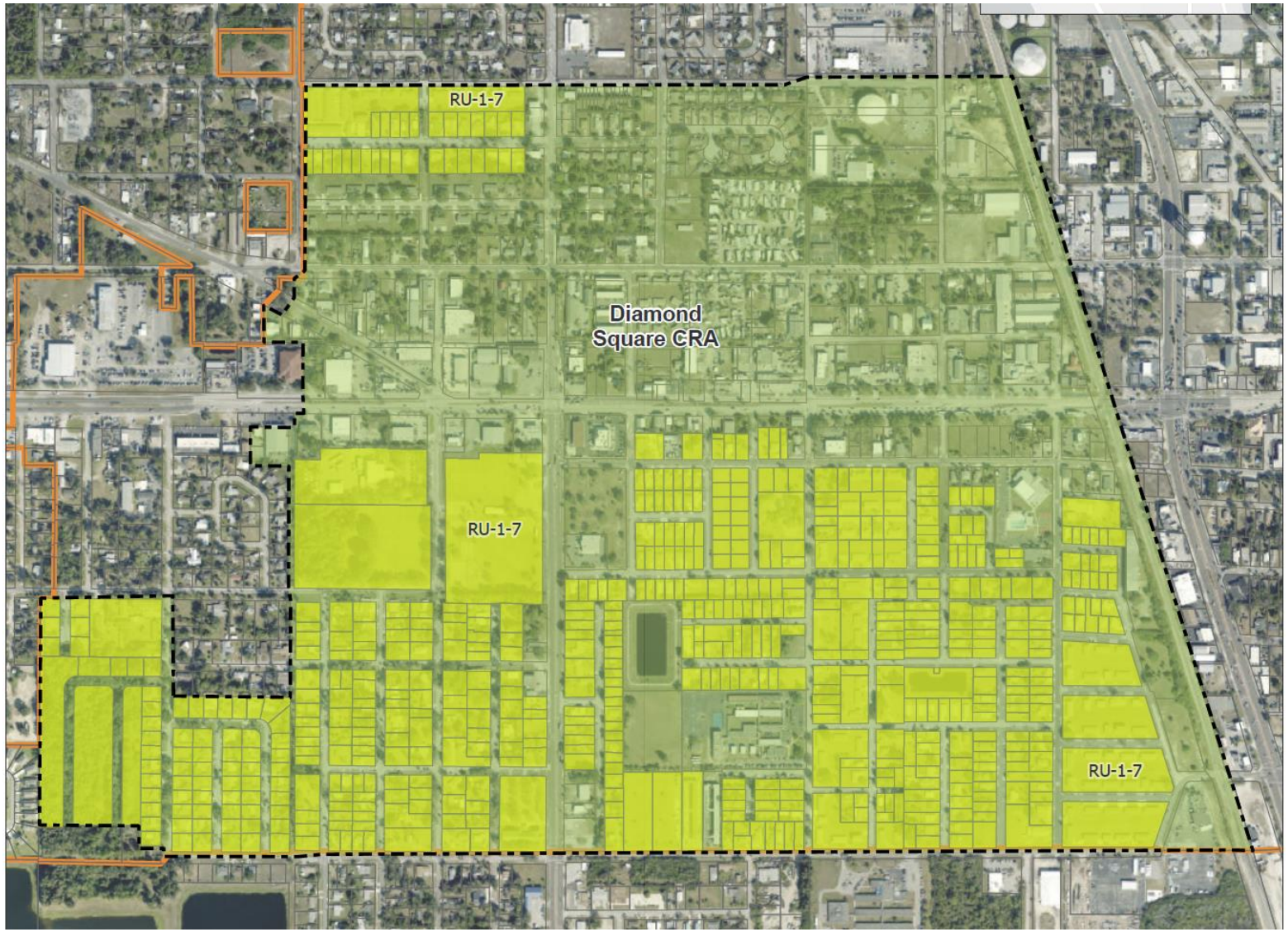


Exhibit B

ORDINANCE 12-2024
ZONING TEXT AMENDMENT

To promote new single-family development within the Diamond Square Community through the revision of technical amendments that relax RU 1-7 zoning setbacks for properties located in Diamond Square.

COCOA FLORIDA

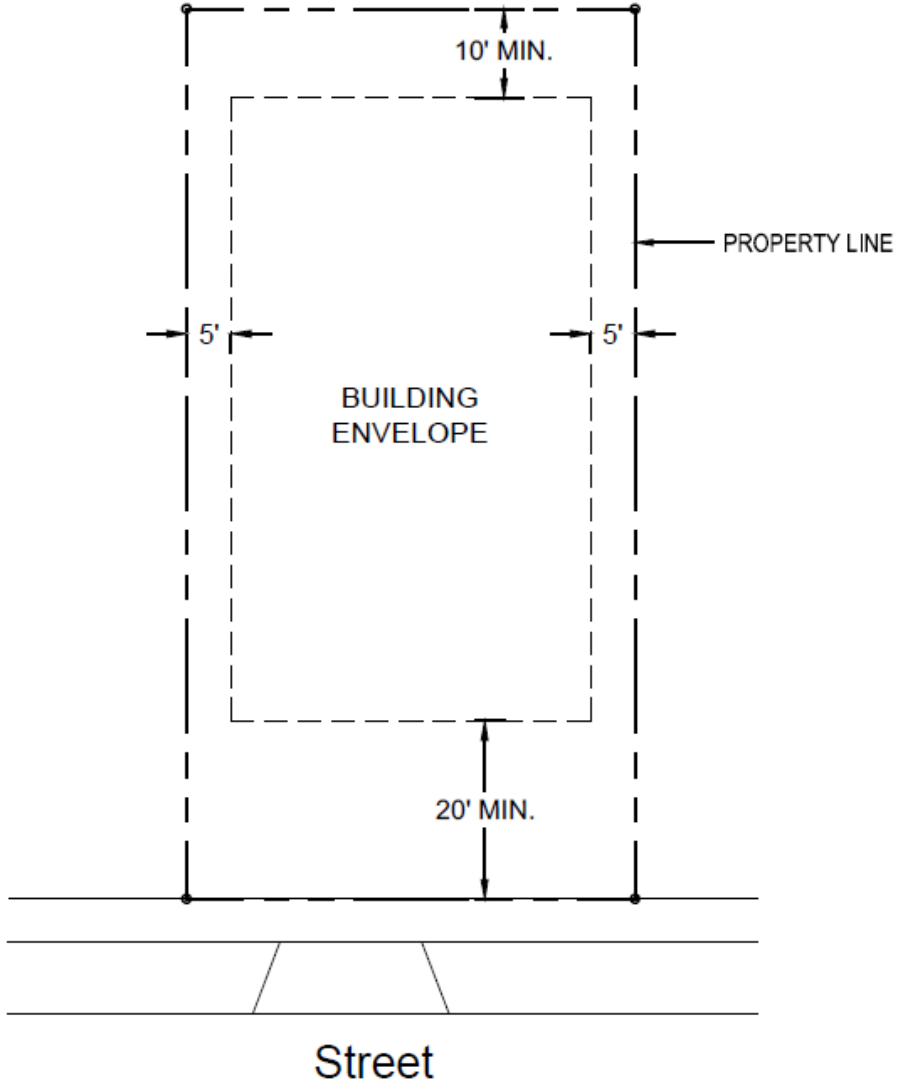


Diamond Square Community Redevelopment Area RU-1-7 Zoning

July 30, 2024

- Diamond Square CRA
- RU-1-7 - Single-Family Residential
- Parcels
- Cocoa City Boundary

Serving our community with P.R.I.D.E!



TYPICAL LOT

Current Requirements:

Front setback: 25 feet

Side interior lot setback: 8 feet

Side corner lot setback: 15 feet

Rear setback: 15 feet

Proposed Changes:

Front setback: Reduced to 20 feet

Side interior lot setback: Reduced to 5 feet

Side corner lot setback: Reduced to 10 feet

Rear setback: Reduced to 10 feet

Ordinance 12-2024

COCOA
FLORIDA

Need:

Many existing subdivisions in the Diamond Square CRA, including College Park, Virginia Park, and sections of Pine Grove Park, often do not meet standard lot width dimensions, making compliance with RU-1-7 setbacks difficult. This can slow development and building renovation efforts for local property owners.

Staff Recommendation

Based on staff analysis, the proposed Ordinance 12-2024 is recommended for approval. If adopted, this ordinance will benefit single-family residential properties by facilitating development, boosting property values, and increasing tax revenue, without negatively affecting existing neighborhoods.

Ordinance 12-2024

COCOA
FLORIDA

Relationship and consistency with Comprehensive Plan Policies and Objectives

- **GOAL 1.1:** Broad range of land uses, thoughtful development
- **POLICY 1.1.4:** Encourages redevelopment of declining areas
- **OBJECTIVE 1.1.10:** Maintain regulations that guide growth and prevent sprawl
- **OBJECTIVE 3.7.5:** Support community revitalization and affordable housing

Recommended Motion

Approve Ordinance 12-2024 on First Reading, a zoning text amendment to create new minimum yard requirements applicable to properties located in the Diamond Square Community Redevelopment Area zoned RU-1-7 zoning district.

RVi Planning + Landscape Architecture

COCOA FLORIDA

SR 520 / US1 CORRIDOR VISIONING

CITY COUNCIL MEETING

Exhibit C

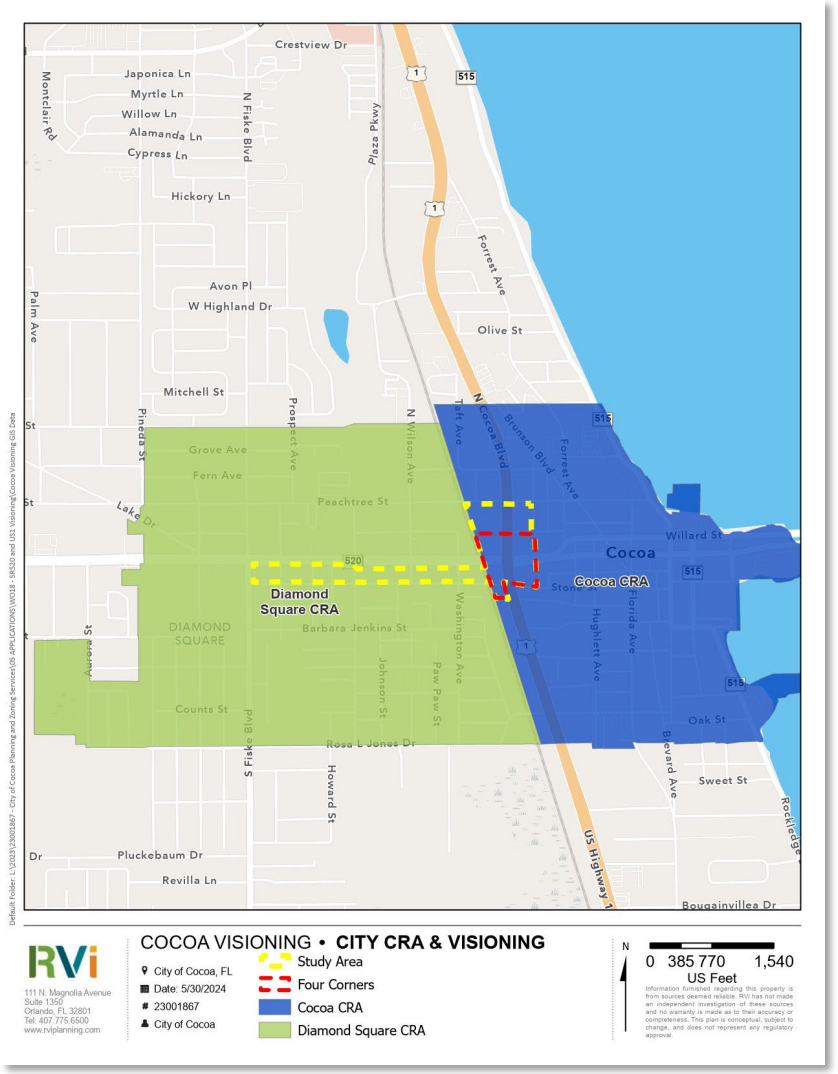
COMMUNITY WORKSHOP - VISIONING

- RVi Planning and Landscape Architecture was asked to complete a zoning and land use compatibility study of the SR 520 and US 1 corridor
- The are a number of properties within the corridor that have Zoning Districts that are not in compliance with their Future Land Use (FLU) Category
- This creates a consistency issue with the Comprehensive Plan



VISIONING STUDY AREA

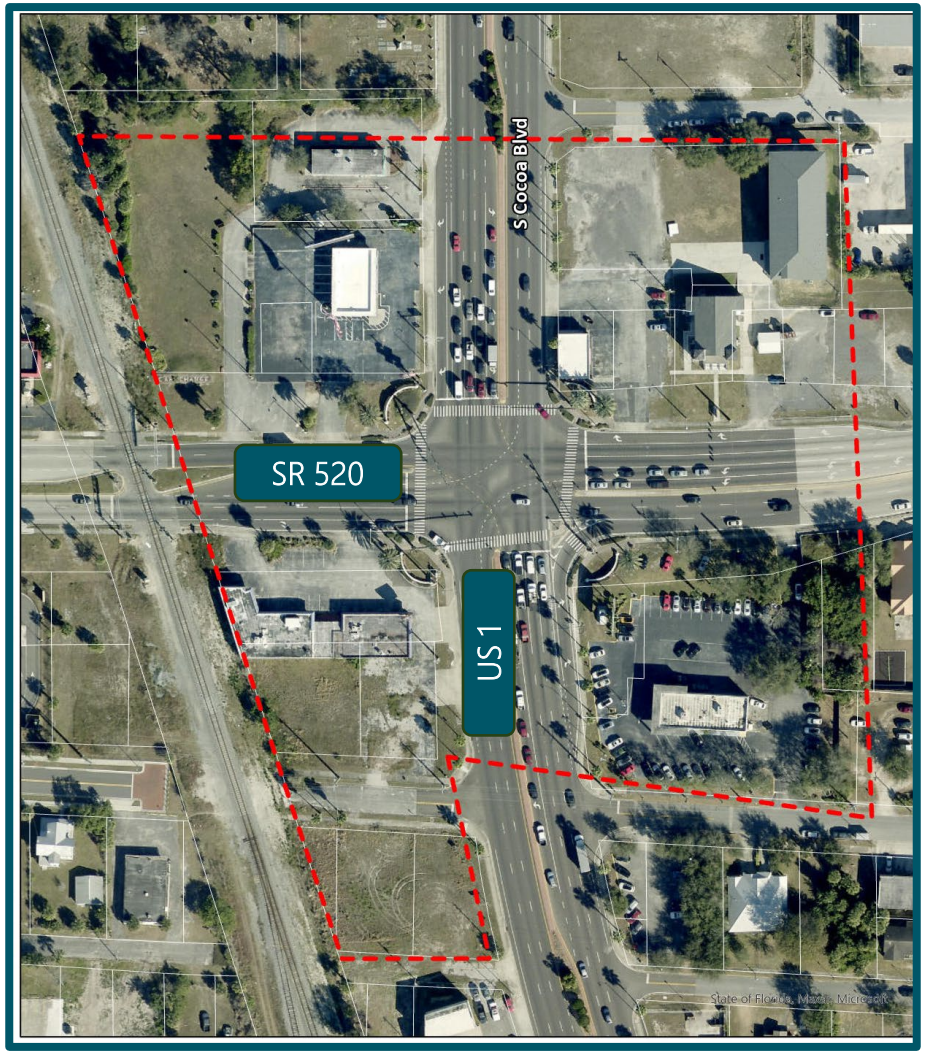
- The Four Corners has been identified as a vital intersection that acts as a gateway into the core of the City of Cocoa
- It is the intersection of the Diamond Square and Cocoa CRAs
- It is also an entrance into Cocoa Village
- Given this strategic location, it was chosen as the start of this visioning process.



FOUR CORNERS VISIONING AREA

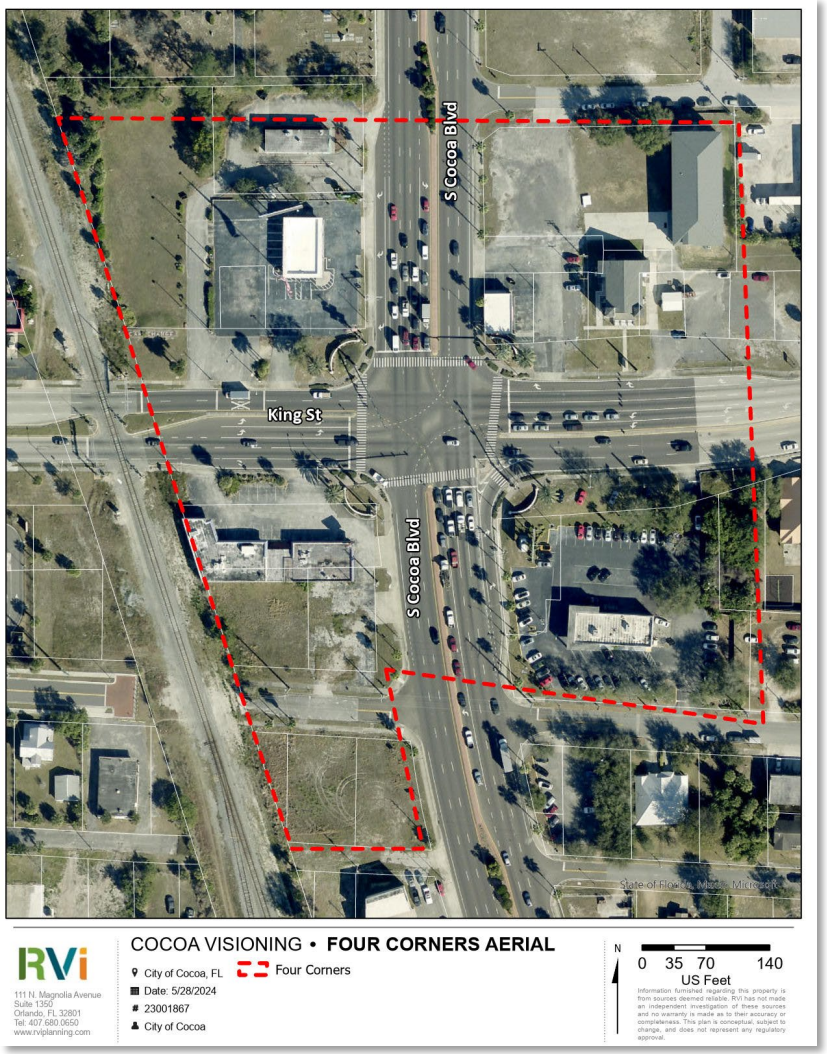
- The Four Corners generally consists of properties that are abutting SR 520 and US 1. The northern boundary is St. Johns St., and the southern boundary is Stone St.

- There are twenty-two (22) parcels within the study area, with six (6) different property owners



FOUR CORNERS

- This study will review the existing condition of the Four Corners.
- We want to understand, through analysis, how the Mixed-Use vision is currently being implemented.
- If there are gaps in the vision, we want to create opportunities for a shared theme for not only this intersection, but the corridor as a whole.



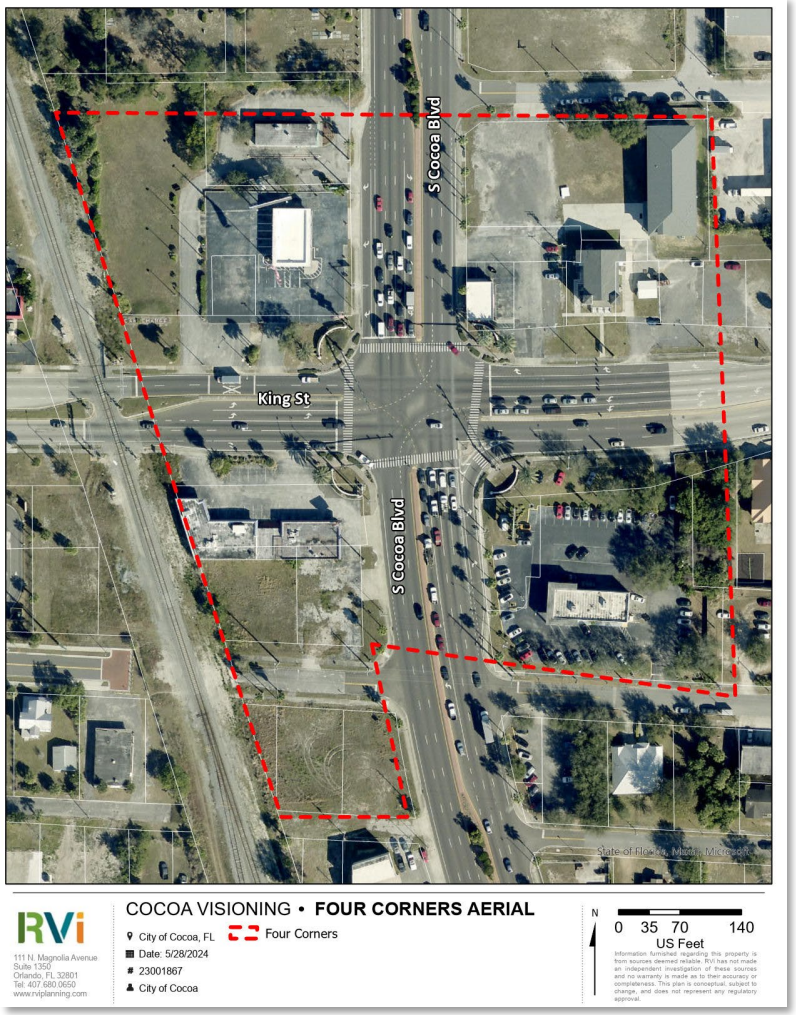
WHAT IS URBAN "MIXED USE" DEVELOPMENT



Source: Business Observer

FOUR CORNERS ZONING ISSUE

- All of the properties within the Study Area have a zoning district of "C-P", Commercial Parkway.
- The C-P zoning district allows for a variety of commercial uses, with a focus on areas located adjacent to a main highway approach into the City.
- *Most of the permitted uses are very auto-oriented and not always supportive of pedestrian friendly designations for the community*



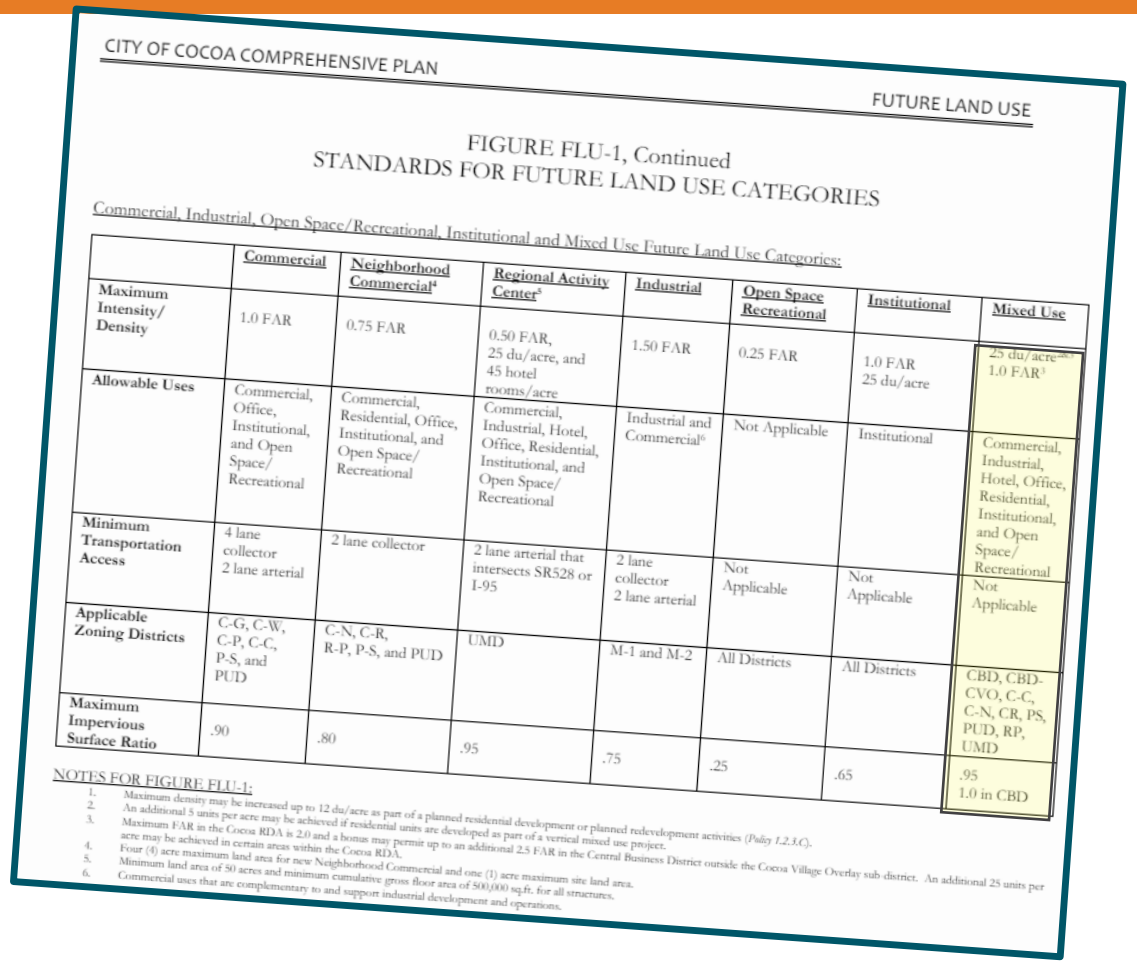
WHAT IS "AUTO ORIENTED" DEVELOPMENT



Source: Crexi

ZONING AND LAND USE – WHAT IS THE ISSUE?

- The C-P is not consistent with Mixed-Use.
- The zoning districts that are consistent, outside of the Central Business District, don't encourage an urban form that encourages a mixture of uses or pedestrian oriented scale to be expected of a mixed-use area.



CITY OF COCOA COMPREHENSIVE PLAN — FUTURE LAND USE

FIGURE FLU-1, Continued
STANDARDS FOR FUTURE LAND USE CATEGORIES

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed Use Future Land Use Categories:

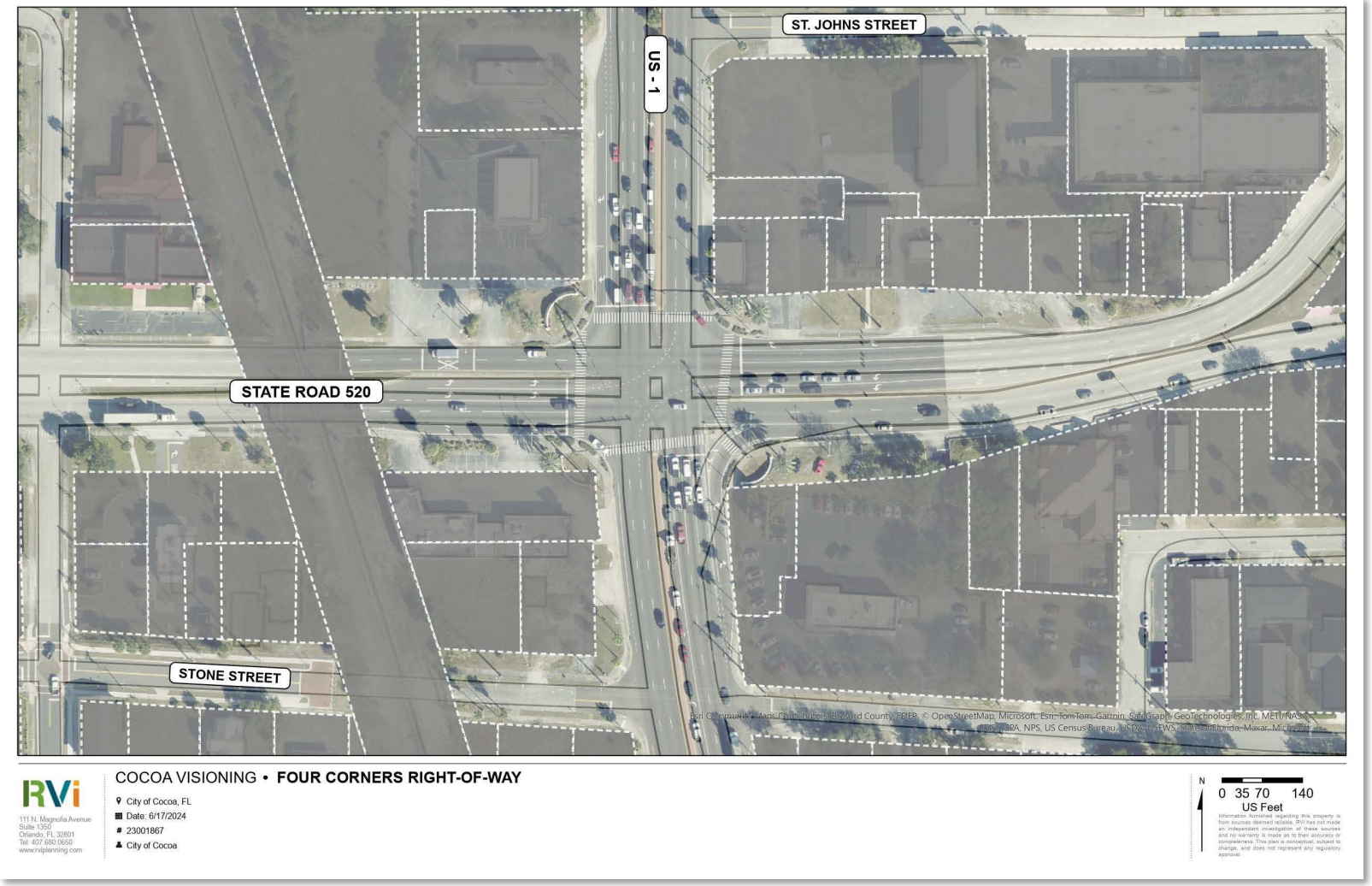
	Commercial	Neighborhood Commercial[4]	Regional Activity Center[5]	Industrial	Open Space Recreational	Institutional	Mixed Use
Maximum Intensity/ Density	1.0 FAR	0.75 FAR	0.50 FAR, 25 du/acre, and 45 hotel rooms/acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[1,2] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	2 lane arterial that intersects SR528 or I-95	2 lane collector 2 lane arterial	Not Applicable	Not Applicable	Not Applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, and PUD	C-N, C-R, R-P, P-S, and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, CR, PS, PUD, RP, UMD
Maximum Impervious Surface Ratio	.90	.80	.95	.75	.25	.65	.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 du/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq.ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.

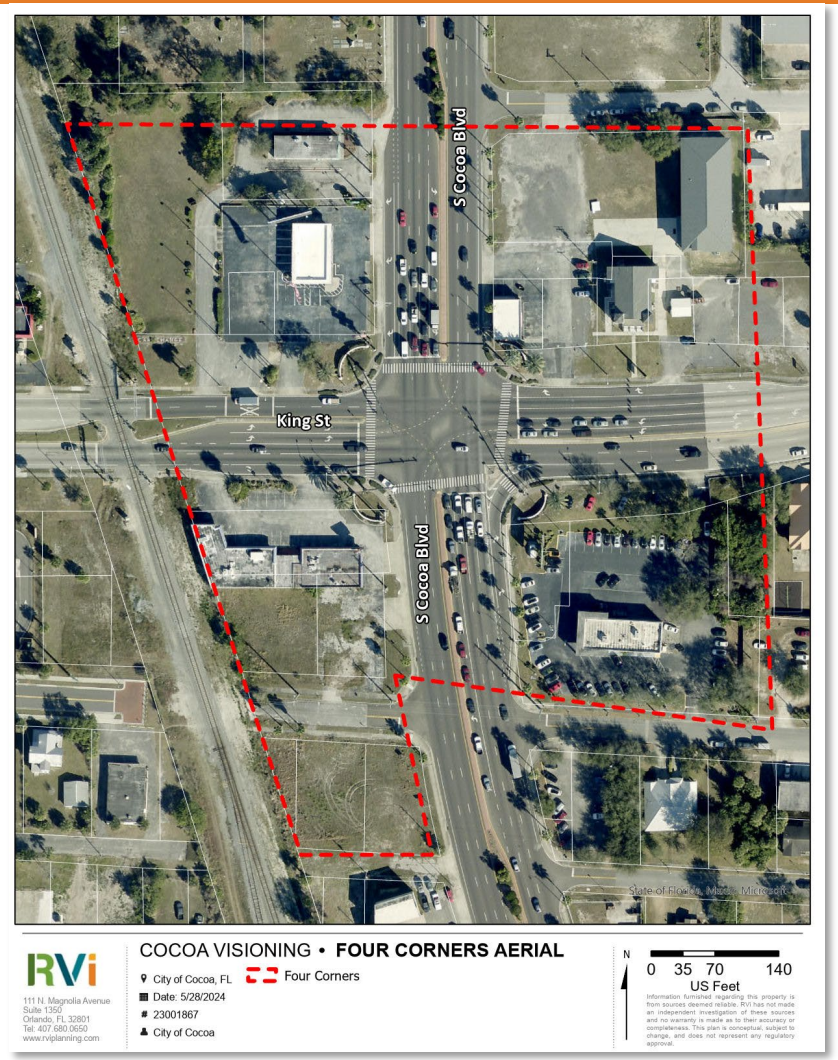
RIGHT OF WAY CHALLENGES

- The SR520 ROW is 200’ wide in certain areas.
- Some properties have private parking that extend into the ROW.
- This impacts site design and ROW improvements.
- Does allow for opportunities for pedestrian and multi-modal improvements.



FOUR CORNERS – EXISTING CONDITIONS

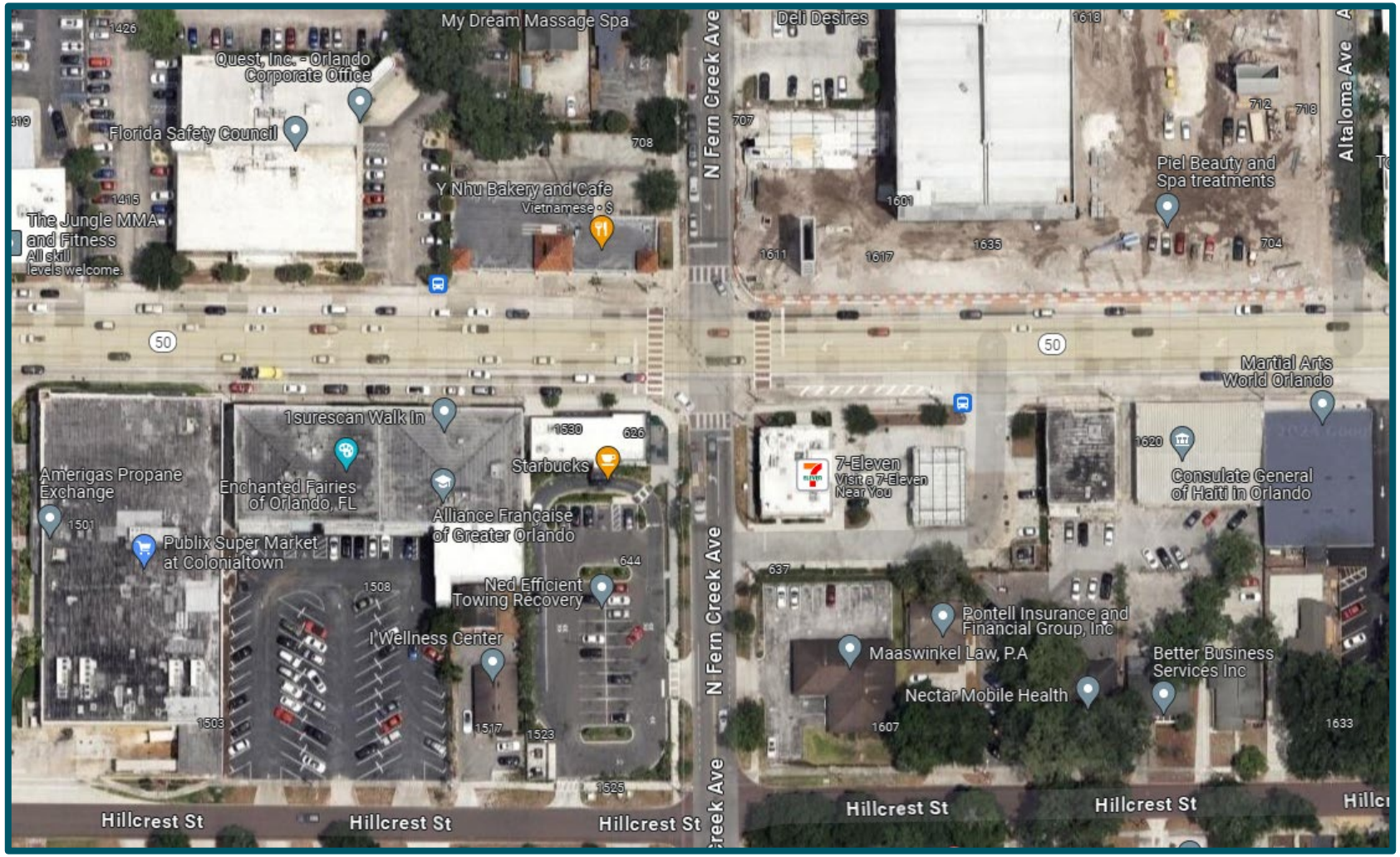
- On the whole, the intersection struggles with auto-oriented uses that are not at a pedestrian scale to encourage walkability.
- This isn't all due to the buildings: the SR 520 right-of-way is so large that building setbacks seem exaggerated due to the lack of landscaping and pedestrian or transit amenities.
- Due to the ROW width, traffic counts, and railroad infrastructure, it can be difficult to create a pedestrian scale environment typically seen in a mixed-use neighborhood.



FOUR CORNERS – THE VISION

Knowing that the vision is a mixed-use corridor, while understanding the conditions brought by two major state roadways, there are real world strategies to improve the aesthetics of the corridor through design. These aesthetics impact the use of the site.

FOUR CORNERS – REAL WORLD EXAMPLES



FOUR CORNERS – REAL WORLD EXAMPLES



REAL WORLD EXAMPLES

What do you see or not see?



REAL WORLD EXAMPLES

What do you see or not see?



- High visibility crosswalk.
- Outdoor seating.
- Building to the property line to enhance corner with foundation landscaping.
- Appropriately planted trees and hedges along sidewalk
- Building articulation with windows and varying finishes

REAL WORLD EXAMPLES

Drive-Thru is hidden!



- Hidden drive-thru with internal flow.
- Stem wall to protect pedestrians and improve buffer
- Pedestrian scale landscape that is also sensitive to overhead powerlines
- Continued building articulation and finishes with limited signage.

REAL WORLD EXAMPLES



2474 and 2504 S. Orange Ave., Orlando, FL

FOUR CORNERS – IMPLEMENTING A VISION



FOUR CORNERS – THE VISION



FOUR CORNERS – IMPLEMENTING A VISION



FOUR CORNERS – THE VISION



FOUR CORNERS – IMPLEMENTING A VISION



FOUR CORNERS – THE VISION



WORKSHOP RECAP

Approximately 1,800 public notice letter were sent prior to the Community Workshop

Staff created and published a Community Visioning flyer that was posted on the City website.

Staff created a Facebook event on the City Facebook page



WORKSHOP RECAP

Approximately 100 residents and interested parties attended the Community Workshop in-person, and approximately 2 dozen attended online.

Breakout sessions were held with those in attendance in order to gather feedback on ideas and solutions for Streetscape, Land Use, Mobility, and Urban Design.

Attendees were provided stickers to indicate positive, neutral, or negative feedback. Representatives from RVi, FDOT, and the TPO were also available for questions.

WORKSHOP RECAP

- Idea for restaurant on 2nd or 3rd story overlooking the area with railroad theme

- Some auto-oriented uses are okay if well-buffered and screened from the road, so they are attractive, and with enhanced building/architectural standards.



WORKSHOP RECAP

- Encourage Mixed Use projects (residential above retail or office).
- Neighborhood based small scale retail and service-based uses are also ideal, i.e. barber shop/salon, medical office, small grocer, day care facilities, and the like.



WORKSHOP RECAP

- Supportive of using ROW to move sidewalks further from travel lanes and adding landscaping to create pedestrian environment.

- Sensible to the fact that the roadways are arterial corridors that connect the region, so it will also need to be vehicle friendly.



WORKSHOP RECAP

- Work on finding funding for an overpass bridge to connect Stone Street across rail lines.

- Not supportive of pedestrian overpass due to aesthetics, practical issues of the trucks and transport through the intersection, could cut off pedestrian activity on street.



WORKSHOP RECAP

- Enhanced design standards.
- Provide a variety of allowed uses.
- Improved access across US1 and train tracks.
- Have buildings front US1 and SR520 with entrances from side roads.
- Pedestrian safety improvements.
- Landscape buffering along right-of-way.
- Include representation of Diamond Square.



WORKSHOP RECAP

- Don’t exceed three story building heights.
- Allow for rooftop entertainment.
- Encourage “Old-Florida” Architecture.
- Parking in rear of building not along US-1.
- Utilize Downtown St. Petersburg as a guide (walkable and public art focused).
- Provide street art.



WORKSHOP RECAP

- Area should represent the "Gateway to the beach & Merritt Island".
- Current design feels crowded and unsafe.
- Have the CRAs be involved.
- Pedestrian overpass to connect Stone St. to Cocoa Village.
- Extend visioning to the north side of SR520.



UPCOMING MEETINGS

Diamond Square CRA

Monday, August 19, 2024

RECOMMENDATION

A summary of this feedback provides for a recommendation that the City continue to follow and implement the vision outlined in the Comprehensive Plan for the Mixed-Use FLU designation.

The current zoning districts that regulate the subject parcels, however, are not structured in a manner to support these types of developments or improvements.

In addition, there are at least two commercial zoning districts that exist within the corridor that are not compliant with the Mixed-Use FLU.

RECOMMENDATION

1. Update the Comprehensive Plan to include C-P, Commercial Parkway, as an Applicable Zoning District within the Mixed-Use Future Land Use designation, in Figure FLU-1.

2. Create a Four Corners Overlay that provides for zoning standards that support a Mixed-Use, pedestrian friendly environment.
   a. This includes the incorporation of specific design standards related to building architecture, site landscaping, landscape buffers, location of parking, building heights, and site access.
   b. Create a list of permitted, conditional, special exception, and prohibited uses within the Overlay.

3. Coordinate with FDOT to discuss improvements to SR520/US1 with relation to landscaping and pedestrian access, as well as any opportunities for private sector improvements on those topics.

4. Coordinate with Space Coast Area Transit on bus shelter improvements and encouraged use of existing public transit infrastructure.

5. Begin review and recommendations of the remaining corridor west of the Four Corners.

RVi Planning + Landscape Architecture

COCOA FLORIDA

FEEDBACK AND QUESTIONS

Legislation Details (With Text)

File #:	24-543	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/10/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	
Title:	Proclamation for Customer Service Week. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Customer Service Week 2024 8x10.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2024
Agenda Date: October 8, 2024
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Proclamation for Customer Service Week

BACKGROUND:

National Customer Service Week is the first week of October and was established by the Federal Government in 1992.

Proclamation: Customer Service Week, October 7th- October 11th.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:
NA

PROCLAMATION

***WHEREAS**, customer service is an essential service provided to all of our citizens and utility customers; and*

***WHEREAS**, the United States Congress proclaimed Customer Service Week a nationally recognized event, with the goal of emphasizing the importance of customer satisfaction and the value of the work the customer service team provides; and*

***WHEREAS**, the City of Cocoa would celebrate the importance and commitment of customer service and of the people who serve and support customers on a daily basis; and*

***WHEREAS**, the City of Cocoa has a regional water utility, which encompasses over 90,000 utility accounts, and Utility Customer Service a division of Finance, are a valued and appreciated group of dedicated professionals, serving the community with pride; and*

***WHEREAS**, the City Council desires to express its sincere thanks and appreciation for the excellent service provided by employees of the City of Cocoa and wishes to acknowledge the quality service provided by employees to the public and internally to their fellow coworkers: and*

***WHEREAS**, by recognizing National Customer Service Week, we can provide an opportunity to generate an even stronger commitment to customer service excellence through motivation and teamwork to continue throughout the year.*

***NOW, THEREFORE**, I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim October 7th – October 11th as:*

"Customer Service Week"

***WHEREFORE,** I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 8th day of October, 2024.*

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	24-493	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	8/20/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	
Title:	Approve a Resolution Amending the FY25 Budget, BAF#25-004-A, in the amount of $6,825 with the use of Federal Forfeiture funds to purchase three new radars. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	600-5022-00 Stalker Terms and Conditions Rev C.pdf Quote_2093080.pdf BAF 25-004-A-PD-Federal Forfeiture (10-8-24) Agenda 24-493.pdf Budget Resolution FY 2024-096 ADA Compliant - .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 20, 2024
Agenda Date: October 8, 2024
Prepared By: Susan L. Lambert, CAP, OM, Administrative Technician
Through: Evander Collier, Chief of Police
Requested Action:
Approve a Resolution Amending the FY25 Budget, BAF#25-004-A, in the amount of $6,825 with the use of Federal Forfeiture funds to purchase three new radars.

BACKGROUND:

The Police Department's current handheld and stationary radars are aged and some of which are more than twenty years old. These radars are the older technology and the plastic holding the units together has become brittle in the Florida sun. The units need to be replaced. Due to more pressing needs, the Police Department has been unable to budget for these radars, however, finds that the Guide to Equitable Sharing, section V, B, 1, d. allows for the ability to use these funds for this purchase of law enforcement equipment.

It is requested that this purchase be made through Stalker Radar Applied Concepts for two dual antenna radar systems and one LIDAR XS radar system in the amount of $6,825 from Federal Forfeiture funds.

STRATEGIC PLAN CONNECTION:

Public Safety

BUDGETARY IMPACT:

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

Amount Requested	$6,825
Account Number	_143-2100-521.52-00
Account Name	_Federal Forfeiture/Law Enforcement/Operating

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
__X__ Reserves Source:_143-0000-389.99-50
____ Transfer Acct #:_

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY25 Budget, BAF#25-004-A, in the amount of $6,825 with the use of Federal Forfeiture funds to purchase three new radars.

Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

(1) Purpose. The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "***Products***") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "***we***," "**us**," "**our**," etc.) and purchased by the purchaser ("***you***," "***your***," etc.).

(2) Price and Product Changes; Errors. Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.

(3) Cancellation. Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.

(4) Delivery. Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.

(5) Returns. We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: csd@a-concepts.com. We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 25% of net price. Specific items may require additional charges.

(6) Payment. You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.

(7) Proprietary Information. We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.

(8) Warranty. We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. ***Any attempt to repair a Product on your own will void this warranty.***

(9) Limitations of Liability. WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF $100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.

(10) Miscellaneous

a) Force Majeure. We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

b) Assignment. You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.

c) Jurisdiction. Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.

d) Severability. In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.

This record is currently unavailable.

STALKER radar

applied concepts, inc.

QUOTE #2093080

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Michael Wiseman, mwiseman@a-concepts.com

Reg Sales Mgr: Scott Berry, +1-972-837-5129, scottb@stalkerradar.com

Date: 08/27/24

Effective From : 08/19/2024 **Valid Through:** 11/17/2024 Lead Time: 80 working days

Bill To:	**Customer ID:** 329221	**Ship To:**	*FedEx Ground*
City of Cocoa 1226 W King St Cocoa, FL 32922-8620	Accounts Payable	Cocoa Police Dept 1226 W King St Cocoa, FL 32922-8620	Lieutenant Bryan Stillwell

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	2	805-0022-00	Dual - 2 Antenna Radar System	36	$2,420.00	$4,840.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	2	200-0998-50	Dual Enhanced Counting Unit, 1.5 PCB, ARM Processor		$0.00
2	2	200-1571-00	Dual SL Modular OSC Display		$0.00
3	4	200-1468-00	Dual DSR Ka Antenna		$0.00
4	2	200-0920-00	Dual SL Remote Control w/Screw Latch		$0.00
5	2	200-0769-00	25 MPH/40 KPH KA Tuning Fork		$0.00
6	2	200-0770-00	40 MPH/64 KPH KA Tuning Fork		$0.00
7	2	200-0243-00	Counting/Display Tall Mount		$0.00
8	2	200-0244-00	Antenna Dash Mount		$0.00
9	2	200-0245-00	Antenna Tall Deck Mount		$0.00
10	2	200-0648-00	Display Sun Shield		$0.00
11	2	155-2591-08	8 Foot Antenna Cable, IP67		$0.00
12	2	155-2591-20	20 Foot Antenna Cable, IP67		$0.00
13	2	200-0622-00	VSS Cable Kit		$0.00
14	2	200-0820-00	Dual Manual Kit		$0.00
15	2	006-0096-00	Fan Noise Suppression Addendum - Dual SL		$0.00
16	2	035-0361-00	Shipping Container, Dash Mounted Radar		$0.00
17	2	005-1468-00	Dual Certified Package		$0.00
18	2	060-1000-36	36 Month Warranty		$0.00
19	2	006-0288-00	Florida Certificate	$0.00	$0.00
20	2	062-0001-00	FL Settings	$0.00	$0.00
				Group Total	$4,840.00

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1	808-4025-00	LIDAR-XS-C - LI-Ion Handles, Charger, Soft Bag, 24	24	$1,985.00	$1,985.00

Ln	Qty	Part Number	Description	Price	Ext Price
21	1	200-1555-05	High Efficiency Lidar XS, X200		$0.00
22	2	200-0944-11	LI Battery Handle, SII, X-Series, Pro II,Pro 3s		$0.00
23	1	200-0839-00	Desktop Charger for LI-ION Battery Handle		$0.00
24	1	035-0211-00	Soft Storage Bag		$0.00
25	1	011-0139-00	Lidar XS Operators Manual		$0.00
26	1	057-1010-00	Label for Documentation Kit		$0.00

** Continued on Next Page **

STALKER radar

applied concepts, inc.

QUOTE #2093080

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Michael Wiseman, mwiseman@a-concepts.com

Reg Sales Mgr: Scott Berry, +1-972-837-5129, scottb@stalkerradar.com

Date: 08/27/24

Effective From : 08/19/2024 **Valid Through:** 11/17/2024 Lead Time: 80 working days

Bill To:	**Customer ID:** 329221	**Ship To:**	*FedEx Ground*
City of Cocoa 1226 W King St Cocoa, FL 32922-8620	Accounts Payable	Cocoa Police Dept 1226 W King St Cocoa, FL 32922-8620	Lieutenant Bryan Stillwell

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1	808-4025-00	LIDAR-XS-C - LI-Ion Handles, Charger, Soft Bag, 24	24	$1,985.00	$1,985.00

Ln	Qty	Part Number	Description	Price	Ext Price
27	1	011-0002-00*	Lidar Certificate of Accuracy		$0.00
28	1	011-0171-00	Lidar X-Series Quick Start Guide		$0.00
29	1	035-0389-00	Lidar Shipping Box w/Foam		$0.00
30	1	060-1000-24	24-Month Warranty		$0.00
31	1	006-0299-03	Florida Certificate, Lidar XS	$0.00	$0.00
32	1	062-0022-00	Set Lidar for Florida	$0.00	$0.00
				Group Total	$1,985.00

Product	$6,825.00	Sub-Total:	$6,825.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$0.00
Payment Terms: Net 30 days		**Total: USD**	**$6,825.00**

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Vehicle Information:
2024 Ford Interceptor SUV

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HGAC contract EF04-21

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

City of Cocoa Budget Adjustment Form FY 2025 - 004-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: PD

DATE PREPARED: 9/24/24

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,825	143-0000-389.99-50		Fund Balance Reserves			$ 6,825	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 6,825	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,825	143-2100-521.52-00		Law Enforcement/Operating Supplies			$ 6,825	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 6,825	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is necessary in order to expend Federal Forfeiture funds for Police radar for the traffic unit. The Guide to Equitable Sharing, section V, B, 1, d. allows for the ability to use these funds for this purchase of law enforcement equipment. Agenda 24-493

City Council Approval Needed? Yes. (●) No. ( )

DATE APPROVED: 10/8/24 RESOLUTION #: 2024-096

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

Susan Lambert Digitally signed by Susan Lambert Date: 2024.09.27 05:49:18 -04'00'
Requestor's Signature

Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.09.27 09:26:54 -04'00'
Finance Approval Signature

Finance Director's Signature

Evander Collier Digitally signed by Evander Collier Date: 2024.09.27 07:36:15 -04'00'
Department Director's Signature

Lora Howell Digitally signed by Lora Howell Date: 2024.09.30 10:01:24 -04'00'
Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

Revised eform 9/23/24 - FN

RESOLUTION NO. 2024-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2025; 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, 2024, and ending on September 30, 2025, at a Special meeting held on September 17, 2024; 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 2024-2025 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 8th day of October, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

Legislation Details (With Text)

File #:	24-537	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	9/9/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	
Title:	To Approve Task Order 2025-09 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Carollo Task Order 2025-09 Proposal FY25.pdf Carollo COI Exp 7-4-25.pdf AGREEMENT.pdf Task Order 2025-09 Carollo.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	September 9, 2024
Agenda Date:	October 8, 2024
Prepared By:	Melinda M. Keesee, Field Operations Technician
Through:	Donnie Howard, Field Operations Manager
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve Task Order 2025-09 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance

BACKGROUND:

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

As part of the development of the asset management team and as support to SFO in maintaining the City's sewer collections system as a whole, the City of Cocoa has requested that Carollo Engineers, Inc. assist SFO in prioritizing asset repair and replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions. The services under this task order will include providing project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance. Staff along with assistance from Carollo Engineers, Inc.

will manage the efforts required to determine the scope of work necessary for repair and replacement of sewer collections infrastructure.

Staff requests approval of FY 2025 Task Order 2025-09 with Carollo Engineers, Inc. in the amount of $246,530.00.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Total Amount Requested:	$246,530.00
Account Number:	421-4125-536.31-03
Account Name:	Engineering Services

PREVIOUS ACTION:

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

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

On October 13, 2020, City Council approved Task Order 2021-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance.

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

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

On October 24, 2023, City Council approved Task Order 2024-03 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance.

RECOMMENDED MOTION:

To Approve Task Order 2025-09 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance.

TASK ORDER NO. 2025-09

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 31st day of July 2023, in connection with: FY2025 Sewer Field Operations and Division Support (PROJECT).

A. PROJECT UNDERSTANDING

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

B. SCOPE OF WORK

Task 1 – Project Management and Coordination

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

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

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

Task 2 – Technical Support and Review

Task 2.1 Technical Support

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

Task 2.2 O&M Manual Updates

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

Task 2.3 Collection System Condition Assessment Assistance

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

Task 3 – SCADA Maintenance

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

Task 4 –Long-Term Strategic Planning

Task 4.1 CIP Oversight

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

Task 4.2 Infiltration and Inflow Field Data Collection

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

Task 4.3 Limited Infiltration and Inflow Study

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

Task 4.4 Technology Review

The ENGINEER will review new technologies that will aid the City with maintaining the collection system. The ENGINEER will evaluate emerging technologies and based on the viability of the technology or demonstration. The ENGINEER will provide an analysis of the new technology and recommendations for the City to consider.

Task 5 – Manhole and Gravity Sewer Program Maintenance

This task aims to support the OWNER's currently scheduled program to rehabilitate the OWNER's gravity sewer manholes and gravity sewer pipes. The ENGINEER will perform limited field investigations as part of this project, including a limited inspection of up to five selected manholes lined in previous years. The ENGINEER will rely on data provided by the OWNER for this task. The ENGINEER will coordinate with the OWNER, the manhole rehabilitation services, and pipe lining providers via recurring coordination calls throughout the rehabilitation programs. The ENGINEER will coordinate with the OWNER to review and update the manhole lining program for FY25-26. ENGINEER will also review payment applications and provide comments to the OWNER.

C. REIMBURSABLE EXPENSES

The ENGINEER will procure the equipment required for the SFO team to utilize in the long term for the collection system. Equipment may include pressure loggers, level sensors, tipping rain buckets or other miscellaneous equipment. The total amount budgeted is $15,000.00 for equipment. At the request of the OWNER additional equipment can be purchased under an amended scope.

D. DELIVERABLES

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

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

E. SCHEDULE

The time periods for the performance of ENGINEER's Services will commence upon the issuance of a written notice-to-proceed and continue through September 30, 2025.

F. COMPENSATION

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

Reimbursable expenses shall be billed at actual costs in accordance with the Agreement referenced above. The Upper Limit of this Task Order shall be **$246,530.00** based on the estimate provided in Exhibit 1.

G. TERMS AND CONDITIONS

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

H. TERMS OR PROVISIONS IN CONFLICT

If the provisions of the Agreement conflict with those of the Task Order, the provisions of this Task Order shall govern.

I. EFFECTIVE DATE

This Task Order No. 09 is effective as of the 8nd day of October 2024.

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

CAROLLO ENGINEERS, INC.	OWNER
Accepted this 29th day of September 2024.	
By: 	By:
Scott Richards, P.E., Vice President	Stockton Whitten, City Manager
By: 	
Elisabetta Natale, P.E., Associate Vice President	

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee **FY2025 Sewer Field Operations and Division Support** **Engineering Services**		**Assistant Professional ES I**	**Assistant Professional ES II**	**Professional ES III**	**Professional ES IV**	**Project Professional ES V**	**Project Professional ES VI**	**Senior Professional ES VIII**	**Principal Professional ES IX**	**Word Processing**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**
	Labor Rate	$ 130.00	$ 145.00	$ 160.00	$ 180.00	$ 195.00	$ 220.00	$ 275.00	$ 295.00	$ 105.00		
TASK	TASK DESCRIPTION											
1	PROJECT MANAGEMENT AND COORDINATION											
1.1	Project and Program Management				52	10				28	90	$ 14,250.00
1.2	Subconsultant Work Coordination				14						14	$ 2,520.00
	Subtotal Task 1	0	0	0	66	10	0	0	0	28	104	**$ 16,770.00**
TASK												
2	TECHNICAL SUPPORT AND REVIEW											
2.1	Technical Support						10	8	2		20	$ 4,990.00
2.2	O&M Manual Updates			32	12	10	10	8	4		76	$ 14,810.00
2.3	Condition Assessment			32	20	10	4	12	4		82	$ 16,030.00
	Subtotal Task 2	-	-	64	32	20	24	28	10	-	178	**$ 35,830.00**
TASK												
3	SCADA MAINTENANCE											
3.1	Lift Station Programming							240			240	$ 66,000.00
	Subtotal Task 4	-	-	-	-	-	-		-	-	240	**$ 66,000.00**
TASK												
4	Long-Term Strategic Planning											
4.1	CIP Oversight				10	12	24	4	4		54	$ 11,700
4.2	Infiltration and Inflow Field Data Collection	20	20	20	6	8	8		4		86	$ 14,280
4.3	Limited Infiltration and Inflow Study	12	16	40	6	8	16	8			106	$ 18,640
4.4	Technology Review	10	10	40	24	8	16				108	$ 18,550
	Subtotal Task 5	42	46	100	46	36	64	12	8	-	354	**$ 63,170**
TASK												
5	MANHOLE AND GRAVITY SEWER PROGRAM MAINTENANCE											
5.1	Review of Payment Applications	10	20		20	6					56	$ 8,970.00
5.2	On-Site Services	30	40	40	20	12					142	$ 22,040.00
5.3	Coordination and Technical Support	10	10	20	20	14		8	2		84	$ 15,070.00
5.4	Lining CIP FY 25-26 Update	8	8	12	12	8				8	56	$ 8,680.00
	Subtotal Task 6	58	78	72	72	40	-	8	2	8	338	**$ 54,760.00**
	Total Project Hours and Labor Costs (CAROLLO ENGINEERS INC.)	**100**	**124**	**236**	**216**	**106**	**88**	**48**	**20**	**36**	**1,214**	**$ 236,530.00**
Equipment												$ 10,000.00
	TOTAL NOT-TO-EXCEED FEE											**$ 246,530.00**

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=13354736&GUID=09B07363-CBF0-4232-8599-4B726FF2AE73* is a secure document that has been embedded in this document. Double click the pushpin to view.



CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

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

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

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

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

pursuant to this Agreement.

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

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

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

(321) 433-8698 Fax

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

38.0 E-VERIFY

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

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

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

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

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

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

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

ATTEST:

By: _____ for
Carie Shealy, City Clerk

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

By: _____

Print Name/Title: Project Manager/ Associate

EXHIBIT A
ENGINEER'S RATE SCHEDULE

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

CITY OF COCOA

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

SCHEDULE OF PROPOSED RATES

CAROLLO ENGINEERS INC.

Individual classification for personnel hourly rates are as follows:

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

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

Notes:

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

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

EXHIBIT B
RFQ Q-23-13-COC

REQUEST FOR QUALIFICATIONS (RFQ)

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

BID NO. Q-23-13-COC

Published Wednesday, February 22, 2023

Table of Contents

1. INTRODUCTION 3
2. STANDARD TERMS & CONDITIONS 4
3. SPECIAL CONDITIONS 8
4. STANDARD INSURANCE REQUIREMENTS 10
5. GENERAL INFORMATION 12
6. SCOPE OF SERVICES 12
7. NOT USED 14
8. RFQ SUBMITTAL DOCUMENTS 14
9. RFQ TIMELINE 17
10. PRESENTATIONS 17
11. EVALUATION PROCEDURE AND CRITERIA 18
12. OTHER APPLICABLE MANDATORY CRITERIA 19

RFQ SUBMITTAL ACKNOWLEGDEMENT 21
SECTION I – COVER LETTER 24
SECTION II – TABLE OF CONTENTS 25
SECTION III – FIRM'S QUALIFICATIONS 26
SECTION IV – PROJECT TEAM'S QUALIFICATIONS 27
SECTION V - PROJECT EXPERIENCE 34
SECTION VI – PROJECT APPROACH 40
SECTION VII – RESUMES 41
SECTION VIII – OTHER REQUIRED FORMS 42

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

1. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

ANTI-LOBBYING PROVISION

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

2. STANDARD TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. SPECIAL CONDITIONS

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

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

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

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

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

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

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

"The City desires to enter into this Contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Contract, so that the City's liability for any breach never exceeds the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this Contract with the knowledge that the Respondent's recovery from the City to any action or claim arising from the Contract is limited to a maximum amount of the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 768.28, Florida Statutes. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

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

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

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

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

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

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

4. STANDARD INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

4.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

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

4.5. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

4.6. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

5. GENERAL INFORMATION

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

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

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

6. SCOPE OF SERVICES

Background:

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

Scope:

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

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

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

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

7. NOT USED

8. RFQ SUBMITTAL DOCUMENTS

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

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

Respondents must include the following information in their proposal:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. RFQ TIMELINE

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

Solicitation Schedule

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

10. PRESENTATIONS

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

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

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

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

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

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

11. EVALUATION PROCEDURE AND CRITERIA

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

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

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

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

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

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

4- Project Approach (Section VI) – 10 Points

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

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

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

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

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

12. OTHER APPLICABLE MANDATORY CRITERIA

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

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

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

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

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

RFQ SUBMITTAL ACKNOWLEGDEMENT

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

ISSUANCE DATE:

Wednesday, February 22, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:

Tuesday, April 11, 2023, 3:00PM

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

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

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

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

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

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

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

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

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

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

Addendum Acknowledgements [List addenda number and date]:

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

Name of Respondent

Title

Authorized Signature

Date

SECTION I – COVER LETTER

SECTION II – TABLE OF CONTENTS

SECTION III – FIRM'S QUALIFICATIONS

SECTION IV – PROJECT TEAM'S QUALIFICATIONS

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

Proposed Project Manager: Name: _____

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

Project Description:

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

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

Proposed Project Manager: Name: _____

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

Project Description:

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

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

Proposed Project Manager: Name: _____

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

Project Description:

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

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

Proposed Project Engineer: Name: _____

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

Project Description:

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

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

Proposed Project Engineer: Name: _____

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

Project Description:

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

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

Proposed Project Engineer: Name: _____

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

Project Description:

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

SECTION V - PROJECT EXPERIENCE

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

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

Project Description:

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

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

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

Project Description:

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

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

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

Project Description:

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

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

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

Project Description:

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

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

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

Project Description:

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

SECTION VI – PROJECT APPROACH

SECTION VII – RESUMES

SECTION VIII – OTHER REQUIRED FORMS

BUSINESS REFERENCE LIST

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

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

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

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

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

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

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

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

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

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

3. Firm's Office Location:

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

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

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 2 OF 2)

AFFIDAVIT

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

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

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

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF _____

CITY OF _____

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

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

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

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

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

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

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

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

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____

CITY OF _____

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

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

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

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

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

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

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

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

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

Scrutinized Company Certification

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

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

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

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

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

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

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

NOTARY PUBLIC:

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

_____ My commission expires: _____
(Print Name)

Scrutinized Company Provisions

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

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

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

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

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

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

or

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

Drug-Free Workplace Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Instructions for Certification (A)
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

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

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

_____ whose business address is _____
[Name of entity submitting sworn statement]

and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. **NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in `connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in**, Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

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

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

Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)

State of Incorporation	
Principal Place of Business (Enter Address)	
Federal I.D. or Social Security Number	

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:
_____

Mailing_Address:
_____

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized SignatoryPrinted Name

_____
Title_____
Date_____

E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. ***Equal Employment Opportunity***

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has

been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1)*Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2)*Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5.~~ ~~Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this

clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1.Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2.Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3.Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4.Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1.A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2.Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a.Are *not used* as a substantial or essential component of any system; *and*

b.Are *not used* as critical technology of any system.

2.Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment

or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***– Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondent/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

_____ _____
Authorized Signature Date

_____
Name of Respondent

_____
Title

EXHIBIT C
Engineer's Response to RFQ Q-23-13-COC

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

CITY OF COCOA

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

SCHEDULE OF PROPOSED RATES

CAROLLO ENGINEERS INC.

Individual classification for personnel hourly rates are as follows:

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

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

Notes:

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

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

Prepared for
City of Cocoa



ENGINEERING SERVICES FOR //

WASTEWATER

Collection • Treatment • Disposal Systems

QUALIFICATIONS
IN RESPONSE TO
RFQ Q-23-13-COC

RFQ Submittal Acknowledgement



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

RFQ SUBMITTAL ACKNOWLEGDEMENT

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

ISSUANCE DATE:

Wednesday, February 22, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:

Tuesday, April 11, 2023, 3:00PM

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

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL		
Vendor Name:	Carollo Engineers, Inc.	List of Deviations (if any) attached Yes___ No X__
Address:	200 E. Robinson Street, Suite 1400	If submitting a "NO RESPONSE", state reason: _____
City, State, Zip:	Orlando, FL 32801	_____
Primary Contact:	Elisabetta Natale, PE, ENV SP	
Phone Number:	Ph: 407-377-2665 / M: 407-437-9778	
E-Mail Address:	enatale@carollo.com	
FEIN Number:	86-0899222	

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

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

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

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

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

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

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

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

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

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

Addendum Acknowledgements [List addenda number and date]:
N/A

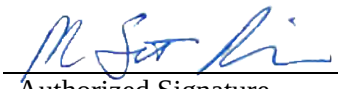
THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

M. Scott Richards, PE

Name of Respondent

Vice President

Title



Authorized Signature

April 10, 2023

Date

Cover Letter



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

April 11, 2023

Brian Dale, Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Subject: RFQ No. Q-23-13-COC | Professional Engineering Services: Wastewater Collection, Treatment, and Disposal Systems

CAROLLO PRIME
Responsible Office

200 E Robinson Street,
Suite 1400
Orlando, FL 32801
Ph: 407-478-4642

PRIMARY CONTACT

Elisabetta Natale, PE, ENV SP
Ph: 407-377-2665
M: 407-437-9778
enatale@carollo.com

Dear Selection Committee Members:

As aging infrastructure continues to be a challenge for most utilities, the City of Cocoa has been a steward of preventative and proactive maintenance of your collection system, setting a predictable and reliable future for its system and facilities. To continue on this mission of reliably serving the community, the City requires a consultant who understands your system, is responsive, and personally dedicated to working as part of the City's team to address rehabilitation needs and system optimization. The City of Cocoa needs a firm to partner with the City to support your needs in design, permitting, and other engineering related services for your wastewater system.

The Carollo team has a proven and successful history with the City. We have remained steadfast and dedicated, working as teammates to support the City through your wastewater needs.

BENEFITS CAROLLO BRINGS TO THE CITY

- **A Proven Partnership** — Carollo has consistently utilized our local team members on City projects, which has bestowed them with common system knowledge and a working relationship with the City. First and foremost, we listen – so we understand your challenges and your vision, then we establish plans as a team. We understand the importance of your time and will work to make the most effective use of it. As evidenced from past projects, we are a hands-on team who is eager to be in-field with your engineering and operations team for any sewer field operations (SFO) and Sellers Water Reclamation Facility (WRF) needs.
- **National Expertise, Local Commitment** — As presented in our project and team qualifications, Carollo brings national level expertise in wastewater related services through our local team of experts. This results in a local responsive team who understands the City's needs and brings national level wastewater expertise as needs arise.
- **Understanding** — The Carollo team has a great depth of knowledge of the City's facilities and processes. We understand the challenges faced at the Sellers WRF to dependably meet advance wastewater treatment effluent by July 1, 2025, the importance of reducing Inflow and Infiltration (I&I) in the collection system, and the importance of maintaining operations while facilities are rehabilitated or replaced. Just as critical, we understand the need to adhere to a schedule that meets regulatory deadlines, funding guidelines, and the importance of public outreach and community involvement.

We will provide project leadership from staff you know and trust (Scott, Elisabetta, and Kunal), prepared to utilize their knowledge to “hit the ground running” with any services you may need — no learning curve is required.

With local leadership, open communication, and a personal commitment, our team will be available for the City anytime via phone, text, email, or in-person. The team proposed on our organizational chart is the team who will work on your projects. As your principal-in-charge and project manager, we are committed to working as part of the City’s team to find effective solutions and deliver our projects on-time and in budget. We look forward to continuing to work with you!

Sincerely,
CAROLLO ENGINEERS, INC.

Scott Richards, PE
Principal-in-Charge

Elisabetta Natale, PE, ENV SP
Project Manager

Attachment:
Statement of Qualifications (1 Original, 3 Copies, and 1 USB copy)

Table of Contents



TABLE OF CONTENTS

RFQ Submittal Acknowledgment 1-3

Section 1 | Cover Letter 4-5

Section 2 | Table of Contents 6

Section 3 | Firm Qualifications 7-10

Section 4 | Project Team Qualifications and Experience 11-18

Form A - Project Manager 13-15

Form B - Project Engineer 16-18

Section 5 | Experience and Performance on Projects 19-24

Form C - Similar Projects 20-24

Section 6 | Project Approach 25-27

Section 7 | Resumes 28-32

Section 8 | Required Forms and Statements 33-71

Location 33

Affidavit of Existing or Prior Contracts 35

Affidavit of Other Applicable Mandatory Criteria 38

Scrutinized Company Certification 40

Drug Free Workplace Form 43

Certification Regarding Debarment, Suspension, and Other Matters 44

Non-Collusion/Lobbying Certification 47

Organizational Information 48

E-Verify Affidavit 49

FEMA Rider 53

Flow down of Terms and Conditions 63

Business Reference List 64

Standard Terms and Conditions/Condition Modification Requests 65

Business Licenses 66

Certificate of Insurance 70

MBE 71

Firm and Sub-consultant Qualifications



Firm Qualifications and Capabilities

The Carollo team will continue to deliver confidence, continuity, and innovation to the City of Cocoa — it's what differentiates us from others. In a world of generalists, a water specialist provides great value by delivering a depth of expertise not available from all firms.

Water is All We Do

Carollo's unwavering commitment to the water and wastewater industry has been a hallmark of the company since our inception in 1933. Our wastewater expertise includes the study, planning, design, and construction management (including CMAR) of every aspect of a wastewater system, from collection systems, to treatment facilities, and effluent management and disposal.

Our sole focus in the water/wastewater sector enables us to develop cost-effective, innovative, sustainable, and reliable solutions to help our clients. We currently maintain 51 offices in 22 states with more than 1,300 employees and are ranked within Engineering News Record's top 50 design firms. More importantly, ENR's Annual Source Book ranks Carollo among the top 10 firms for wastewater treatment nationally, and one of the largest firms in the US focusing exclusively on water and wastewater.



Carollo is the firm of choice for numerous Florida utilities for their **CONTINUING ENGINEERING SERVICES CONTRACTS**

A "Go-To" Local Firm Offering Superior Client Service

Carollo will continue to deliver your projects from our local Orlando office. Since our first Florida office opened in the year 2000, Carollo has progressed from the new kid on the block to the preferred "go-to" firm for numerous municipal utilities. The reason rests not with just the creative thinking we bring to our projects, or our depth of experience, but also with the manner in which our services are delivered. Frankly put, we are responsive to the needs of our clients, we customize our solutions to fit your needs (no cookie-cutter approaches), and we listen carefully to learn from your experiences and to understand your preferences.

Providing Responsive Service to the City of Cocoa

Our Orlando office is staffed with 47 employees, including 21 registered professional engineers all dedicated to municipal water and wastewater treatment, and related infrastructure. Our project manager, **Elisabetta Natale, PE, ENV SP**, and project engineer, **Kunal Nayee, PE**, both reside in the Orlando area and work in our local office.

> *"Based on our long history with Carollo and their key staff, we have confidence that they will bring the same level of service and quality to any project they work on."*
>
> **—Charles "Tad" Parker**
> **Assistant Manager of Engineering**
> **Orange County Utilities**

Subconsultant Management

Just as we partner with the City, we work with our subconsultants as partners. As a team partner, Carollo takes responsibility for our subconsultants and through our practice of a management approach that parallels that used with our own staff, every member of our team is held to the same rigorous standards of quality control and technical excellence.

Subconsultants on Carollo projects are included in all team progress meetings and provide our project managers with monthly progress updates, both in terms of percent-completion of their work and percent of budget expended/remaining. This enables the Carollo project manager to monitor subconsultant progress and budget status so as to anticipate slippages and scope of work inflation. As demonstrated on prior Cocoa projects, we have used this approach successfully on many projects, and we typically utilize subconsultants who have proven themselves time and again on our projects.

Carollo Subconsultant Team

We have assembled a team which provides diverse and complementary technical skills along with extensive knowledge and experience with the City of Cocoa, including Ardaman & Associates, Inc. (Ardaman), L&S Diversified, LLC (L&S), Environmental Science Associates (ESA), and Wekiva Engineering, Inc. (Wekiva). We have a strong and successful history working with these firms, including on some of your projects.

Ardaman & Associates | Geotechnical

Ardaman was founded in 1959 in Orlando and has become one of Florida's largest geotechnical, materials testing, environmental, and geoscience consulting firms. At present, Ardaman employs nearly 400 professional engineers, scientists, technicians, drilling personnel, technical assistants, and support staff. Ardaman has provided geotechnical engineering, construction materials testing and inspection support services for numerous central Florida municipal utilities and currently serves as part of Carollo's team for this contract.

L&S Diversified | Surveying

Faster. Better. Stronger.

L&S (M/WBE-certified) is a Florida-based company fully integrated firm positioned to survey, map, model, and designate utilities for governments, businesses, and organizations in the state of Florida. They provide surveying and mapping, construction surveying, LiDAR and subsurface utility engineering to the private development, environmental, energy, and government markets. L&S has successfully completed numerous water and wastewater treatment facility and conveyance systems projects working with Carollo and for the City.

ESA SCIENTISTS | Environmental

ESA brings proven investigative skills as well as years of experience in the areas of habitat functional analysis, wetland delineation, permitting, listed species coordination, mitigation planning and implementation, and other specialties. Having worked closely with key agencies, facilitating invaluable working relationships with regulatory staff has led to more constructive negotiations with agency staff and the ability to carry out project plans in a predictable and cost-effective manner. ESA stays ahead of regulatory changes and are knowledgeable of statutory and legal decisions that impact permit processes.

Wekiva Engineering | Structural

Wekiva provides structural engineering services to an array of industry sectors, which include water and wastewater facilities, solid waste facilities, and commercial buildings. Their highly experienced and talented engineers have been providing cost-effective solutions and exceptional results for clients throughout Central Florida. Their experience enables them to solve engineering problems with simplicity and innovation. They are very proficient in the various applicable design and building codes allowing them to apply effective and proper solutions early in the design stage. Wekiva's engineers frequently work with contractors providing value engineering ideas and solutions.

Financial Stability

The financial stability of Carollo is demonstrated by 90 years of successfully providing engineering services to our clients. We have maintained a high level of fiscal responsibility throughout the years. We have a comprehensive suite of insurance policies covering our professional services and general liability. Each year Carollo undergoes a full audit, a summary of which can be provided upon request.

Similar Contract Performance - Meeting Client's Time and Budget Goals

Our team has worked for numerous publicly-owned wastewater utilities on many projects similar to the projects likely to be assigned under this engineering services contract. Our proven project and quality management methods, and lines of communication have helped us to successfully deliver your projects on time and on budget. Elisabetta Natale, one of our most successful project managers, will continue to serve as your trusted point of contact and work closely with our project team to exceed your needs and expectations on each project.

Our Reputation: Innovation, Responsiveness, and Integrity

More than 60 Florida municipal utilities, many similar to Cocoa in size, have turned to Carollo to complete some of their most important and strategic projects—many of which have since written letters of commendation specific to our responsiveness and innovation. When you contact our references, we are confident you will hear phrases describing our reputation and character that include the words "innovation," "responsiveness," "trust," experienced," "good judgment," and "integrity."

Litigation History

Carollo has been involved in the following claims related to services rendered that were made against the firm within the last five (5) years:

- In 2018, Carollo, the construction contractor, and a client were the subject of a lawsuit filed by property owners along a sewer interceptor realignment project where construction operations extended beyond the originally projected construction completion date. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2019, Carollo and several other large water engineering firms doing business in Florida were sued by a private citizen who has a history of suing governmental entities (i.e., his most recent lawsuit was against the Federal Reserve). The overall allegations of the citizen center around claims that Carollo was working with the other noted water firms to hide an alleged underground water source on the plaintiff's/citizen's property from our Florida clients. The lawsuit was dismissed.
- In 2020, Carollo and their joint venture partner were the subject of a lawsuit filed by a client related to tank corrosion as part of a design-build project completed in 2005. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2021, Carollo was the subject of a lawsuit filed by a client related to the replacement of trickling filter media as part of a wastewater treatment plant rehabilitation project. Carollo denies responsibility for any of the claims. The lawsuit is in progress.
- In 2021, Carollo and the construction contractor were the subject of a lawsuit filed on behalf of a client via subrogation by their insurance carrier related to ozone equipment installed as part of a new surface water treatment plant project. The lawsuit was dismissed.

MBE - Encouraging The Use Of DBE/SBE/MBE/WBE Firms

Although not a minority or disadvantaged firm ourselves, Carollo has a long history of meeting and exceeding DBE/SBE/MBE/WBE participation goals on projects. Carollo uses our knowledge, expertise and our connections with the subcontractor community to build a strong, capable team. We understand how DBE/SBE/MBE/WBE participation goals are critical to owners' funding programs, but also recognize how these firms contribute to the local business community and our industry at large. We are committed to inclusive participation and believe our efforts will produce positive benefits for this project as well as long-lasting effects for the City of Cocoa.

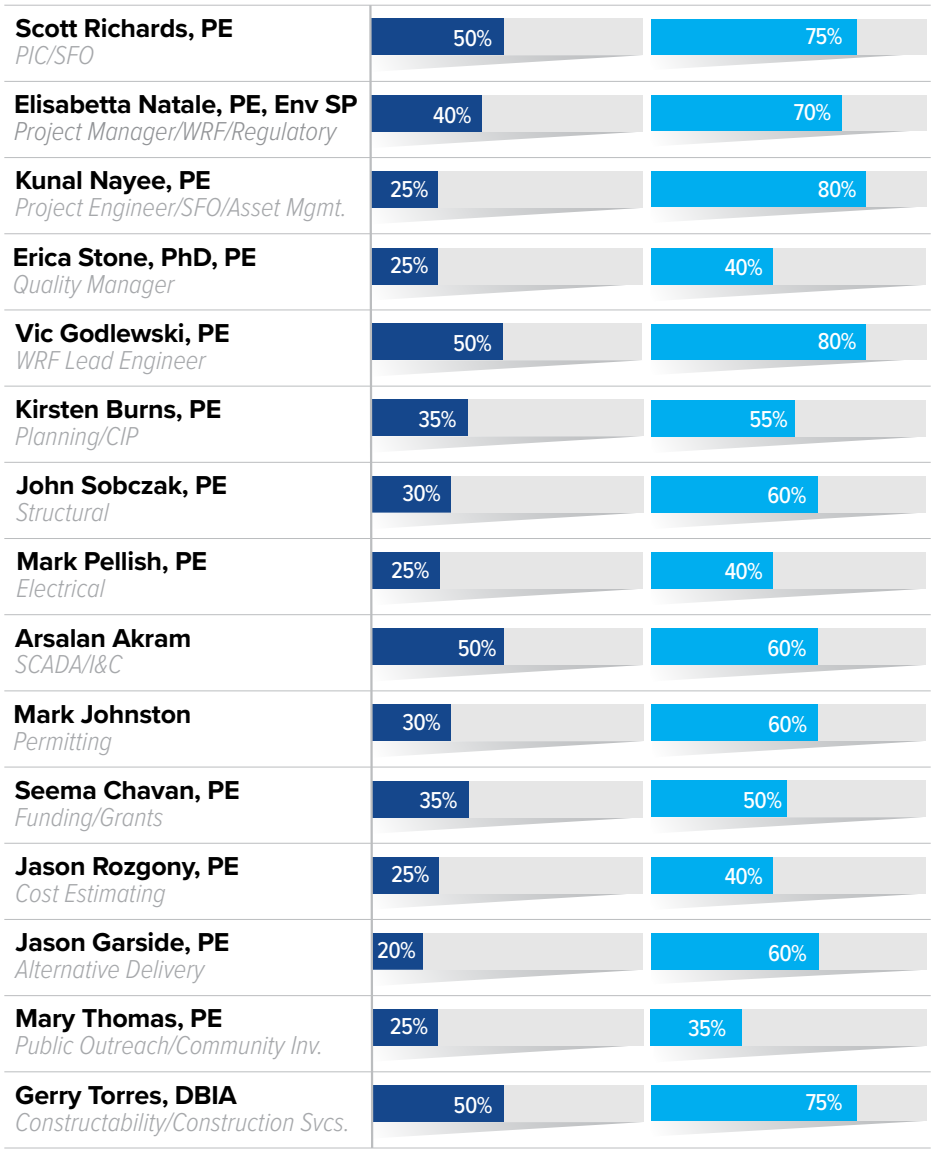
Carollo routinely teams with specialty subconsultants to provide the best available talent at optimal value. We are committed to utilizing qualified disadvantaged businesses and have selected each of the team members based on their reputation, expertise, local knowledge, and their experience working in the area or directly for the City. These specialty consultants are experts in their field, provide great efficiencies, and are dedicated to customer service.

Availability

Carollo is committed to providing the resources required to successfully deliver projects assigned under this contract. We are confident our key team members and firm have the capacity and resources to deliver your projects within your desired time frame and budget.

As a highly-ranked national firm, Carollo is accustomed to executing a high volume of work across a wide range of disciplines. **Our firm-wide workload average commitment to active and ongoing projects generally ranges between 65 and 70 percent.** As a result, we have more than ample capacity to respond to our clients' needs, regardless of the size and nature of the work. We have carefully selected team members based upon how their experience being lined up with the needs of this program and their availability. In addition, we have a large "bench" of talent that can assist as needed. Below is the availability of the key team members, all of who have the availability and dedication required.

COMMITMENT
of Key Personnel



THE LEVEL OF AVAILABILITY indicated in this graph demonstrates that all key staff have ample capacity for projects assigned under this contract and more importantly than any chart can show, **Carollo has a team that is already committed to the City, and these staff members will remain committed. These are staff who the City currently knows and trusts. We commit to delivering a consistent team who understands the City's needs.**

Team Qualifications



Project Team Qualifications and Experience

Carollo will continue to **listen carefully** to you so we understand your preferences, and then **customize solutions to fit your needs**. We will then develop solutions in an **interactive manner** and deliver our work in the time and way it was promised.

The right team for You

The success of the projects issued under this contract lies in the experience and abilities of the team. A successful project team must demonstrate practical and relevant experience in all technical aspects of the scope of work, a well-conceived work plan and project approach, and a commitment to the project goals set for each work order.

We have dedicated a team to the City you are familiar with and will fulfill these requirements in totality. Our proposed team has completed numerous successful projects together and has delivered successful projects under this contract to the City over the last five years, similar to those identified in this scope of work, which provides enhanced abilities for meeting your unique needs delivering your projects.

Our firm takes pride in the large number of clients with whom we have maintained continuing working relationships. We have worked with some clients for 90 years—a clear indication of the quality of our work, our control of costs, and our ability to meet schedules. This whole-hearted dedication to quality results in tangible benefits to our clients and is demonstrated by our record of low change orders during construction.

Carollo offers a broad-based team of specialists to successfully deliver these projects on time and within the City's budgets. **Carollo's selected team for this contract is a team you know and trust** and they will continue to empower you to reach your goals by utilizing our expert staff as an extension of your City personnel.

Our locally based Carollo team will provide services that include facility planning, project support, design, equipment and process evaluations, bidding and construction assistance. To supplement our staff we have selected subconsultants whom we have worked successfully in the past on recent projects.



INCLUDING
140+ EMPLOYEES IN FLORIDA



DELIVERING WATER / WASTEWATER **SOLUTIONS**



WORKING IN
CENTRAL FLORIDA



NATIONWIDE
7 IN FLORIDA



FOCUSING SOLELY ON
WATER / WASTEWATER

ORGANIZATIONAL CHART

As project and service needs arise, Carollo will assign personnel with the **right experience**, specific to those requirements, and whose **availability you can count on** from the onset of the work through successful completion.

CITY OF // COCOA

Scott is a hands-on engineer, *who has been actively involved with the City of Cocoa in this role*

Elisabetta has been serving the City as a trusted advisor *with a successful track record of response and trust, always putting the City's needs first*

PRINCIPAL-IN-CHARGE
Scott Richards, PE

PROJECT MANAGER
Elisabetta Natale, PE, ENV SP

QUALITY CONTROL MANAGER
Erica Stone, PhD, PE

Kunal has led the SFO program efforts *for Carollo, working alongside the City SFO team and delivering creative solutions*

PROJECT ENGINEER
Kunal Nayee, PE

Vic brings first-hand experience, *working closely with City staff, and understands your wastewater facility's challenges and goals*

SEWER FIELD OPERATIONS (SFO)
Kunal Nayee, PE
Scott Richards, PE
Derek Manson
Angel Villarruel-Moore

JERRY SELLERS WRF
Vic Godlewski, PE
Elisabetta Natale, PE
Tony Sabatino, PE
Nikkita Bachoo

ASSET MANAGEMENT / CONDITION ASSESSMENT
Kunal Nayee, PE
Stephen Snell

PLANNING / CIP
Kirsten Burns, PE
Laura Baumberger, PE

SCADA/I&C
Arsalan Akram
Joe Hanlon, PE

ELECTRICAL
Mark Pellish, PE

STRUCTURAL
John Sobczak, PE[4]
Rich Warner, PE

REGULATORY COMPLIANCE
Elisabetta Natale, PE

SUPPORT TEAM

COST ESTIMATING
Jason Rozgony, PE*

PUBLIC RELATIONS
Mary Thomas, PE

FUNDING / GRANTS
Seema Chavan, PE*

PERMITTING SERVICES
Mark Johnston

ENVIRONMENTAL
Douglas Skurski, MS, SPWS[3]

SURVEYING / SUBSURFACE UTILITY ENGINEERING
Brad Alexander, PE, PSM[2]

GEOTECHNICAL
Jason Manning, PE[1]

RECLAIMED WATER
Dale Helms, PE

CONSTRUCTABILITY / CONSTRUCTION MANAGEMENT
Gerry Torres, DBIA

SUBCONSULTANTS

1. Ardaman & Associates, Inc.
2. L&S Diversified, LLC
3. Environmental Science Associates
4. Wekiva Engineering, LLC

**Licensed outside Florida*

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

Proposed Project Manager: Name: **Elisabetta Natale, PE, ENV SP**

1. Project Name: **Wastewater System Capital Plan Update**

Owner: **City of Cocoa**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Katie Ennis, City of Cocoa, 65 Stone Street, Cocoa, FL 32922
p. 321-433-8800 e. kennis@cocoafl.org

Project Description:

The project included updating the hydraulic model, performing condition assessments of key infrastructure, updating the capital improvement plan (CIP), and providing an overall outlook of the system and plan for the future. The wastewater collection and treatment system consists the Jerry Sellers Water Reclamation Facility (WRF), which has a permitted capacity of 4.5 million gallons per day (mgd). The collection system covers approximately 15 square miles with approximately 100 miles of gravity sewers and 50 miles of force mains, 1,624 manholes, and 71 lift stations.

Design or Consulting Fee: $454,739

Design or Consulting Completion Date (month/year): 12/2021

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

Serving as **project manager**, Elisabetta led the development of the Wastewater System Capital Plan Update and managed all aspects of the project communication, management and work plan, meetings, progress reports, and quality management.

Population and Flow Projections: Elisabetta and other team members prepared a technical memorandum summarizing the current wastewater flow and projected flows for the short-term 5-year planning period and long-term 20-year planning period.

Review of Regulatory Requirements: Elisabetta and other team members reviewed existing applicable regulatory requirements and policies for treated effluent, water reuse, and surface water impacts potentially affecting the level of treatment required and the master planning facility recommendations.

Hydraulic Model Update and Analysis: Elisabetta led the team to rebuild and update the City's hydraulic model (Innovyze InfoSWMM) and analyze the collections system, update infrastructure using GIS, develop model scenarios, model verification, analyses and CIP update.

Water Reclamation Facility Evaluation: Elisabetta led the team to develop master plan standby/reliability criteria, reviewed treatment facility performance, capacity, and optimization, and conducted facility inspection/condition assessment to determine future facility needs.

Reclaimed Water System and Effluent Disposal Evaluation: Elisabetta led the team to develop an evaluation of the current reclaimed water system, including supplemental reclaimed water sources, reclaimed water storage, and alternative wet weather disposal.

Capital Improvement Plan Development: Elisabetta developed the CIP that included a risk assessment, R&R plan, construction cost estimates, and prepared a draft and final wastewater system capital plan report.

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

Proposed Project Manager: Name: **Elisabetta Natale, PE, ENV SP**

1. Project Name: **Hamlin Water Reclamation Facility Tertiary Treatment Design**

Owner: **Orange County Utilities**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Mark Ikeler, PE, Orange County Utilities, 9150 Curry Ford Road, Orlando, FL 32825
p. 407-254-9705 e. markc.ikeler@ocfl.net

Project Description:

Final design documents for Phase I (5-mgd AADF) of the new tertiary treatment facilities for the new OCU Hamlin Water Reclamation Facility.

Design or Consulting Fee: $583,309

Design or Consulting Completion Date (month/year): 12/2018

Construction Cost: N/A

Construction Completion Date: N/A

Firm: WSP

Summary of Work:

Serving as **project manager**, Elisabetta led the **preliminary and final design** for Phase I, 5-million gallons per day (mgd) Annual Average Daily Flow (AADF), of the Orange County Utilities Hamlin WRF (HWRF), a new greenfield Phase I will be followed by two additional phases: Phase 2 where the HWRF will be expanded to 10.0 MGD AADF and Phase 3 where the HWRF will be expanded to an ultimate build-out capacity of 15.0 MGD AADF. The site is master planned to allow for this expansion.

Elisabetta led the preparation of **final design documents** for tertiary filtration, which included the design alternatives for each of the three pre-qualified disk filter manufacturers, disinfection (chlorine contact tank) facilities, transfer pump station, high service reuse pump station, surge control equipment and reclaimed water storage tanks. Elisabetta also led the **effluent management system evaluation** and provided **permitting support**.

Alternatives for managing wet weather or substandard reclaimed water from HWRF involves integration with existing Water Conserv II (WCII) rapid infiltration basin (RIB) Site 6. Excess reclaimed water will be transferred directly to the WCII transmission main and to the RIB Site 6 system. Effluent below PAR standards will be diverted to an onsite reject pond and returned to the preliminary treatment structure for retreatment. Should the reject pond be full or otherwise unavailable flow will be discharged to a dedicated subsection of RIB Site 6.

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

Proposed Project Manager: Name: **Elisabetta Natale, PE, ENV SP**

1. Project Name: **Reclaimed Water Booster Pump Station at Avalon Road**

Owner: **City of Winter Garden**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Jim Momahan, PE, City of Winter Garden, 300 West Plant Street, Winter Garden, FL 34787
p. 407-656-4111 ext. 5463 e. jmonahan1@cwgdn.com

Project Description:

Project involved the design of a 1.2-mgd reclaimed water booster pump station housed in a building to provide reclaimed water for residential and common area irrigation to several subdivisions in the western section of the City of Winter Garden.

Design or Consulting Fee: $93,450

Design or Consulting Completion Date (month/year): 6/2016

Construction Cost: $393,237

Construction Completion Date: 11/2017

Firm: WSP

Summary of Work:

Serving as **project manager**, Elisabetta led the design of a 1.2-mgd reclaimed water booster pump station to provide reclaimed water for residential and common area irrigation to several subdivisions in the western section of the City of Winter Garden, one of the fastest growing communities in the country. Since the booster pump station is located on Tucker Ranch, a recreation and nature complex, the the City desired to minimize the visual impact of the facility and design a pump station building pleasing to the eye, although safe, easy to access, and cost-effective. The final turn-key solution was to include an inconspicuous prefabricated building. An **environmental impact assessment** was conducted to select a suitable location and avoid impacting the adjacent wetlands.

Elisabetta led the **hydraulic modeling analysis** of the existing reclaimed water system, the **projection of future reuse demands**, and the **production of the design documentation** of the booster pump station facility. She also led the **bidding phase, permitting, grant funding assistance, and the construction administration services**. The project was successfully delivered with the traditional design-bid-build method.

The project also included **cost estimating, surveying**, and **O&M manual preparation**.

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

Proposed Project Engineer: Name: **Kunal Nayee, PE**

1. Project Name: **FY 2022 Sewer Field Operations and Division Support**

Owner: **City of Cocoa**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Donnie Howard, City of Cocoa, 65 Stone Street, Cocoa, FL 32922
p. 321-433-8800 e. dhoward@cocoafl.org

Project Description:

The City of Cocoa requested Carollo provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, SCADA maintenance, review of the manhole and gravity sewer rehabilitation program, force main valve assessment, and other engineering services as required.

Design or Consulting Fee: $199,474.54

Design or Consulting Completion Date (month/year): 9/2022

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

Serving as the **project engineer** for the City of Cocoa's SFO operations support over the past four years to support field activities enabled Kunal to become integrated into the daily activities of the SFO team.

Technical Review and Support: The Carollo engineering team led by Kunal, provided technical support on various sewer related tasks. Including reviewing and developing an analysis for specific lift stations where the SFO team were experiencing higher than average flows frequently. Kunal also analyzed pressure logger data for various locations in the City to support the ongoing efforts of the engineering group to understand the pressure variations in the collection system. Kunal also prepared updated GIS data for the third party vendor, Redzone, to incorporate into the ICOM system the City uses to maintain their gravity and manhole condition information. This data integration between ICOM and GIS is utilized to support the ongoing preventative maintenance efforts for the collection system.

Long Term Strategic Planning: The City has been very proactive in their approach to maintenance of their underground assets. As a result, the City instituted a 5-year plan that addressed the gravity mains. Kunal worked with the SFO team to develop another 5-year plan that would extend the existing effort and include additional collection system assets (force mains, valves, and ARV's). The planning efforts allowed the City to properly budget resources for next five years and reduce the uncertainty surrounding the City's ongoing maintenance efforts.

Manhole and Gravity Sewer Program: The manhole and gravity sewer program is a proactive maintenance program the City had instituted prior to Carollo's involvement with the City. However, the Carollo engineering team, under the direction of Kunal, helped to increase the efficiency of the process and minimize additional work necessary for the City so the program can succeed. The team reviewed and created a plan to line 120 manhole (703 VF) and 60 gravity mains (14,200 LF). This effort was also coordinated with approved vendors and completed on schedule and budget.

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

Proposed Project Engineer: Name: **Kunal Nayee, PE**

1. Project Name: **Filter Gallery Pipe Condition Assessment**

Owner: **City of Altamonte Springs**

Reference Name, Address, Phone Number, Fax Number, Email Address:

David Ammerman, PE, City of Altamonte Springs, 65 Stone Street, Cocoa, FL 32922
p. 407-571-8712 e. DAmmerman@altamonte.org

Project Description:

The City of Altamonte Springs owns and operates the Altamonte Springs Regional Water Reclamation Facility (ASRWRF). The ASRWRF operations team have noticed potential areas of corrosion occurring within the filter gallery piping. Initial investigation has indicated locations of potential corrosion occurring. The City required further investigation to assess the pipe condition, and identify potential needs for future rehabilitation.

Design or Consulting Fee: $16,674.51

Design or Consulting Completion Date (month/year): 11/2021

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

As the project manager and **project engineer,** Kunal managed and developed a plan for assessing the piping in the filter gallery. The existing welded steel piping in the filter gallery is the original equipment installed in the 1980s. The processing piping was experiencing minor leaks at various locations in the gallery and as a result, the City was concerned with the long term strength of the piping.

Kunal reviewed multiple methods to perform **non-destructive testing of the piping** and ultimately the best option for the assessment was a handheld ultrasonic unit that allowed the team to quickly and efficiently collect the data in the field and transpose that onto a digital system that was shared with the City for further planning purposes. The data was collected using a mobile data collection application that logged the location of the measurement and associated wall thickness reading. Using standard steel wall thickness tables commonly used for the time period of the construction of the plant, a comparison was performed for the system which showed the areas of degradation in the piping system.

Kunal led the team collecting the data and **effectively collected all data in a one week** period with no additional site visits required to follow up at the plant and **no downtime** was necessary. The non destructive process **reduced the cost and time** necessary to asses the system and provided valuable insights into the health of the piping system.

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

Proposed Project Engineer: Name: **Kunal Nayee, PE**

1. Project Name: **Infiltration and Inflow Study**

Owner: **City of Daytona Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Nichole Lloyd, City of Daytona Beach, 125 Basin Street, Suite 124, Daytona Beach, FL 32114
p. 386-671-8813 e. LloydNichole@codb.us

Project Description:

The City of Daytona Beach owns and operates a wastewater collection and treatment system consisting of gravity sewers, pump stations, and force mains, which collect, and transfer wastewater flows generated within its service area for treatment at two water reclamation facilities (WRFs): the Bethune Point WRF with a capacity of 13 mgd and the Westside Regional WRF with a capacity of 15 mgd. The collection system consists of approximately 110 miles of force main, 280 miles of sanitary sewer gravity main, 6,100 manholes, and 140 wastewater lift stations. The City wastewater system serves approximately 90 square miles with a population of approximately 71,300.

As part of the permit requirement for the Bethune Point WRF, the City needs to conduct an Inflow and Infiltration (I&I) Study, related to the Bethune Point WRF collection system. **This study evaluated the I&I** within the Bethune Point WRF service area t**o establish Capital Improvement Plan (CIP) recommendations** for projects to decrease I&I in the collection system.

Design or Consulting Fee: $119,033.30

Design or Consulting Completion Date (month/year): 5/2019

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

Kunal served as the **project engineer** for this **study focused on determining the sources of inflow and infiltration in the Bethune Point WRF wastewater collection system service area**. The Bethune Point WRF is located along the Halifax River, which is tidally influenced. The infiltration portion of the study focused on the infiltration of brackish groundwater or seawater into the City's collection system during the dry season. **Field infiltration testing** was conducted in October 2018 and February 2019. Testing included monitoring of chloride, conductivity, flow, and rainfall. Chloride concentrations were mapped throughout the collection system, and a chloride mass balance was performed to identify problem areas. Chloride mass balance results showed the areas contributing the greatest chloride mass into the Bethune Point WRF collection system was Lift Station 34 and its upstream stations (26 percent of the total mass of chloride into Bethune Point WRF). The Bethune Point WRF saw an average of 32 percent dry weather infiltration (DWI).

Inflow due to rainfall was quantified during the October 2018 **infiltration sampling** event. **SCADA data** from October 2018 to February 2019 was utilized for the lift stations that did not have temporary flow monitoring meters. The largest contributor of flow during a storm event on October 25, 2018, was LS 34 with an estimated rainfall derived infiltration and inflow (RDII) of 573,578 gallons or 23 percent of the total estimated RDII at Bethune Point WRF (2,521,214 gallons). An **I&I Reduction Plan** was presented at this end of this report with identification of the five priority areas for further evaluation and reduction activities and **proposed capital improvement projects**.

Project Experience and Performance



Past Experience and Performance on Projects

Carollo **meets and exceeds the minimum requirements** set forth in your RFQ, bringing 90 years of experience serving public utility clients in the water and wastewater industry — providing responsive service to Central Florida for more than 20 years.

Extensive On-Call Engineering Experience

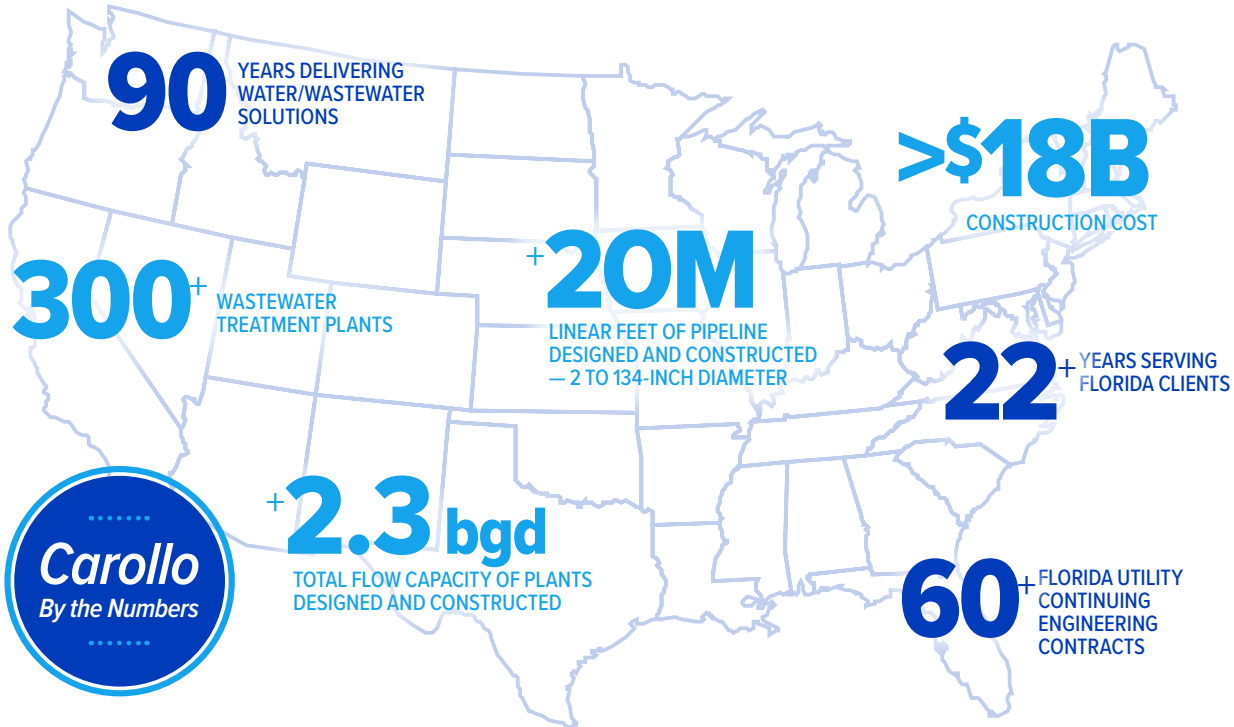
Delivering engineering services through on-call continuing contracts is what we do. In fact, more than 80% of our Florida business is provided to municipal clients through on-call contracts similar to yours. We understand the City is looking for a full range of professional engineering services to support the planning, design and construction of various wastewater treatment projects, infrastructure projects, and sewer field operation services. **Carollo excels at delivering exceptional value for these types of assignments — as we have demonstrated over the course of our current contract with you!**

What Carollo Brings to the Table

Carollo has experienced unprecedented growth nationally and throughout Florida; growth that is driven by our approach to client service and the innovative solutions we consistently bring to the table.

The best indicator of our ability to exceed the expectations of our clients is the fact that over 80% of our work comes from "repeat" clients. Exceeding expectations requires that project teams have multiple skills: technical knowledge, understanding of local issues, and a drive for "out–of–the–box thinking" to find the best solutions.

As demonstrated by our firm's project experience represented in this section and our team's experience outlined in Section 7 - Resumes, Carollo's recent relevant Florida wastewater experience is broad, comprehensive, and will bring valuable insights to your projects.



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

1. Project Name: **Wastewater Master Plan**

Owner: **City of Daytona Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Nichole Lloyd, City of Daytona Beach, 125 Basin Street, Suite 124, Daytona Beach, FL 32114
p. 386-671-8813 e. LloydNichole@codb.us

Project Description:

The City of Daytona Beach owns and operates an interconnected collection system which transfers wastewater from within its 90 square mile service area for treatment at two water reclamation facilities (WRFs): the 13-mgd Bethune Point WRF and the 15-mgd Westside Regional WRF. Even with ongoing repairs and expansions to the system and treatment plants, the system began experiencing capacity and other O&M related issues. To address challenges posed by aging infrastructure, finite resources, and an ever-growing populace, Carollo was selected to develop an integrated wastewater treatment and collection system master plan.

Design or Consulting Fee: $549,590

Design or Consulting Completion Date (month/year): 2/2020

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

The master plan included the **development and calibration** of a wastewater collection system **hydraulic model**. Work associated with the development of the model included review of billing data, pumping data at lift stations, and collection of gravity flow and force main pressure data for comparison to billing data and diurnal pattern development, and model calibration. Close coordination with operations staff was imperative to creating a hydraulic model reflective of the intricate collection system, which consists of approximately 110 miles of **force main**, 280 miles of sanitary sewer **gravity main**, 6,100 **manholes**, and 140 wastewater **lift stations**. **Long-term master planning** and future population and flow projections were developed and both existing and future conditions were included in model scenarios and recommendations for improvements were identified through 2040 based on dry weather and wet weather conditions.

Additionally, Carollo performed **field assessments** of selected lift stations and the **SCADA system**. At the WRFs, Carollo conducted a **condition assessment, process and capacity evaluation, and reviewed regulatory requirements** that may affect future planning. All of these efforts led to the development of a **system wide capital improvement plan** that provides an overall outlook for the collection system, WRFs, and SCADA system to address rehabilitation needs, existing limitations, and serve growth in the future.

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

1. Project Name: **Force Main Replacement from Lift Station #57 to South Bermuda WRF, Phase I**

Owner: **Toho Water Authority**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Lan Zhou, Toho Water Authority, 951 Martin Luther King Boulevard, Kissimmee, FL 34741
p. 407-944-5027 e. lzhou@tohowater.com

Project Description:

Toho Water Authority (TOHO) owns and operates the South Bermuda Water Reclamation Facility (WRF) located at 1616 South John Young Parkway in Kissimmee. Approximately half of all raw wastewater flowing to the WRF is pumped from TOHO's master lift station #57 (LS 57) through an existing 30-inch ductile iron force main. TOHO was concerned the 30-inch force main near LS 57 may fail due to observed corrosion. TOHO engaged Carollo to make reliability improvements by installing a new force main that parallels the existing force main. The existing force main will be rehabbed to serve as a redundant force main and to increase capacity to accommodate future flows upon completion of Phase II construction.

Design or Consulting Fee: $235,421

Design or Consulting Completion Date (month/year): 6/2020

Construction Cost: $1,236,500

Construction Completion Date: 9/2021

Firm: Carollo Engineers

Summary of Work:

As part of the engineering services provided, Carollo performed a **hydraulic analysis** of the system to properly size the new force main and evaluate **design alternatives** for the redundant force main. The primary challenges for this project was to maintain full wastewater flow **without service interruption** through the completion of the project and **route the new force main** in an already **crowded utility corridor** to minimize crossings of other utilities.

Phase I of the project, completed in September 2021, consisted of constructing a **new 2,900-ft, 24-inch PVC force main via open cut** construction, that runs parallel to the original 30-inch ductile iron force main connecting LS 57 to the headworks. This phase of the project included a **complex tie-in** near the headworks that required the simultaneous use of four line stops to maintain wastewater flow while making the final connections. With the new 24-inch force main now in service, it will allow for the existing 30-inch force main to be taken off-line to conduct a complete evaluation and rehabilitation without service interruption.

Carollo provided a **routing analysis, preliminary and final design, permitting, bidding assistance, and construction administration services** as part of this project.

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

1. Project Name: **Force Main Isolation Valve Assessment and Design**

Owner: **City of Boynton Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Chris Roschek, PE, City of Boynton Beach, 124 E. Woolbright Road, Boynton Beach, FL 33435
p. 561-742-6413 e. roschekc@bbfl.us

Project Description:

The City of Boynton Beach Utilities owns and operates a wastewater collection system, including local and master pump stations and a force main network. The central part of the system includes a **36-inch force main**, which transmits the majority of the City's wastewater to the south. This main was aging and was primarily of ductile iron material. Given the criticality of this force main and its age, and that there were no isolation valves within the system, the City desired to establish **reliability improvements in the collection system**. This project was to **investigate, plan for, and design improvements to install isolation valves in the system to improve flexibility and reliability**.

Design or Consulting Fee: $198,000

Design or Consulting Completion Date (month/year): 7/2022

Construction Cost: $1.1 million

Construction Completion Date: 7/2022

Firm: Carollo Engineers

Summary of Work:

Due to the criticality of a 36-inch force main that conveys wastewater to the SCRWWTP in Delray Beach, and its age; the City of Boynton Beach opted for reliability improvements in the collection system. The primary goal was to establish alternate reliable flow patterns in the system which maintain a majority of system operation during maintenance or repair. Carollo investigated, planned, and designed improvements to install isolation valves in the system to allow flexibility. The specific scope included **hydraulic analysis, planning, design, condition assessment, survey/SUE and construction oversight**. This work included multiple phases:

Planning - The initial planning phase utilized the previously developed wastewater model to determine flow patterns and to conduct emergency scenarios. This included stress testing of the system with theoretical "break points" in the main to identify potential valve locations.

Investigation / Preliminary Design - The next step included preliminary design, where the identified locations were evaluated in the field for potential valve addition. Survey and utility locates were conducted at each location to determine the feasibility for valve installation. The three final selected locations provided the most reliability/use, minimized service interruption, and had the least construction impact.

Final Design - Final design requiring some **creative engineering** concepts. The 36-inch force main was alongside a 6 lane major roadway, with two of the selected locations being next to a park and school. The City's intent was to **minimize impact to traffic and the community**. Therefore, a **quick construction process** with **minimal construction area** was established as a goal. As a solution to address the challenge, Carollo developed a "thrust box" concept. Rather than constructing collars, a pre-cast box structure was installed over the active force main, similar to a doghouse manhole. The pipe was then restrained to the box which became a structural member to restrain the forces of the pipe.

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

1. Project Name: **Westside Regional Water Reclamation Facility Improvements**

Owner: **City of Daytona Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Eric Smith, City of Daytona Beach, 3651 LPGA Boulevard, Daytona Beach, FL 32124
p. 386-671-8829 e. smitheric@codb.us

Project Description:

The project consisted of the design and construction improvements to three critical treatment processes in the 15-mgd water reclamation facility: The return activated sludge (RAS) and waste activated sludge (WAS) Pumping: the Bardenpho™ Stage 3 and Stage 5 aeration; and new tertiary deep-bed sand filters. Without these improvements, the plant would lose the proper functionality of one of the existing processes, which would jeopardize treatment and compliance with the state permit.

Design or Consulting Fee: $2.9 million

Design or Consulting Completion Date (month/year): 7/2018

Construction Cost: $39.9 million

Construction Completion Date: 2/2021

Firm: Carollo Engineers

Summary of Work:

The existing RAS/WAS pumps were replaced with new dry-pit submersible pumping equipment and process piping. The existing true submersible pumps were located in a large underground wet-well that collected the RAS from the secondary clarifiers at the plant. In the past, the wet-well had overflowed on to the ground as the pumps were shut off during power outages. The submersible pumps also struggled to maintain a balance between the returning good bacteria to the treatment process (RAS) and wasting sludge (WAS). The new RAS/WAS pumps were designed as dry-pit screw centrifugal pumps located at grade. The existing above grade RAS/WAS collection box was converted to wet-well for these pumps. **The orientation of these pumping systems eliminated any possibility of overflows. The new pumps were also designed to maintain a good balance between the necessary RAS and WAS flow requirements to maintain treatment efficiency.**

The existing Bardenpho™ Stage 3 and Stage 5 aeration equipment was replaced with larger and more efficient aeration equipment critical to the main treatment process of the plant. During certain times of the year, especially during race weeks and other major events, the treatment plant receives higher wastewater flows with high biochemical oxygen demand (BOD) and the existing aerators have difficulty providing sufficient air to meet the demand to treat the incoming wastewater. The larger 200-hp mechanical surface aerators were designed to handle these peak flow events and treat the wastewater to the plant permit limits.

The new tertiary deep-bed sand filters replaced the existing failing automatic backwash (ABW) filters. The existing filters had reached its useful life and required significant daily and monthly maintenance to keep them running. The new filters provide a more reliable and efficient filtration system critical to treat the wastewater to reuse standards.

The project was constructed using a construction manager at risk (CMAR) delivery method. **Carollo provided design, bidding, permitting, and construction engineering and inspection (CE&I) services** so construction complied with the design intent and to maintain high quality.

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

1. Project Name: **South Bermuda Water Reclamation Facility Upgrades and Expansion**

Owner: **Toho Water Authority**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Lan Zhou, Toho Water Authority, 951 Martin Luther King Boulevard, Kissimmee, FL 34741
p. 407-944-5027 e. lzhou@tohowater.com

Project Description:

Carollo was hired by Toho Water Authority to design upgrades to the South Bermuda WRF to expand the facility from 14-mgd to 16-mgd with peak flow of up to 40-mgd. This includes a new grit removal system, addition of a new secondary clarifier, improvements to the RAS and WAS pump stations, addition of disk filters, a new reclaimed water storage tank, expansion of the sodium hypochlorite system and other ancillary support systems.

Design or Consulting Fee: $914,045

Design or Consulting Completion Date (month/year): 11/2019

Construction Cost: $6.7 million

Construction Completion Date: 4/2021

Firm: Carollo Engineers

Summary of Work:

Carollo evaluated two options. These options included as part of the new grit removal facility retrofitting an unused primary clarifier with HeadCell®12- tray units versus a brand-new standalone structure with two new HeadCell®12-tray units. Both options included installation of the Eutek slurry-cup and grit snail grit washer/separator systems.

Toho Water Authority selected the standalone structure for the final design. A **CFD model** was developed during the final design to determine the flow splitting features to distribute the flow evenly and maintain the grit in suspension with the approach channels out in the approach channels.

The design was completed in January 2019, however the owner decided to postpone part of the improvements due to budget constraints. Construction included a new grit removal system and improvements to the RAS/WAS pump station. Project was completed in April 2021 through Toho Water Authority's continuing construction manager at risk (CMAR) delivery method. **Carollo provided design, bidding, permitting support, and engineering services during construction.**

Project Approach



Project Approach

To address **growth, rehabilitation needs, and system optimization**, you require consultants who **understand your infrastructure and processes**, are responsive, and are personally dedicated to working as part of the City's team.

Effective Communication and Management of Multiple Projects

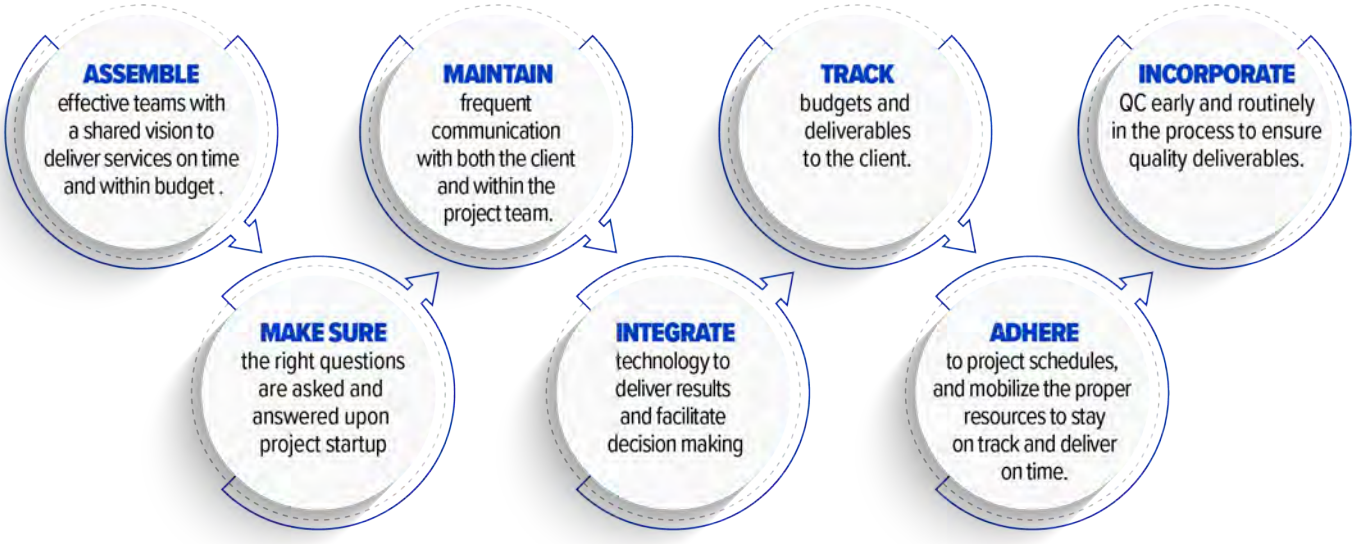
Effective project management starts with selecting the "right" project manager. Elisabetta Natale is local, has experience with your facility and staff, and has dedicated her career to the planning, design, and construction of wastewater projects. Over the last several years, Elisabetta has proven her dedication and commitment to having an open communication with City's staff at every level, understanding concerns and priorities, and finding practical solutions to address the City's needs.

For every new project, a work plan will be discussed with the City. The work plan establishes the work sequence effort, when work needs to occur within the project schedule, meeting times, discussion topics at the meetings, key decisions that need to be made, and the project deliverables.

Elisabetta has successfully managed projects with contracts ranging from $15K to more than $2M, and construction costs ranging from $500K to more than $35M, managing multi-disciplinary team including various subconsultants. Elisabetta has experience with both the traditional construction delivery method (design-bid-build) and collaborative delivery methods such as CMAR.

With a focus on collaboration and communication, for every task order we will develop an interactive project management plan (PMP) including an initial master schedule with key milestones that establishes control measures to manage quality, scope, schedule, and budget. Elisabetta will draw on local project engineers Kunal Nayee, Vic Godlewski, and Scott Richards for technical and project management support, to ensure multiple projects can be carried out successfully in parallel. With a commitment to collaboration, we will define the parameters and drivers for a successful project delivery timeline and use them to determine how to plan for maximum delivery efficiency.

Elisabetta will schedule monthly meetings with the City's leadership to provide updates on existing projects and discuss City's needs. She will maintain consistent communication with the City's team to better understand any areas of concern and mitigate them accordingly.



A committed Cocoa Team

Our proposed team has been fortunate to have worked alongside the Cocoa team for the past 5 years. With this, we have gained intimate knowledge of the City's infrastructure and procedures. Our formula implemented during the ongoing continuing engineering services contract of dedicated staff to the SFO needs and the Sellers WRF needs has proven to be an efficient strategy to deliver timely and quality projects. This formula focuses on providing open communication with the right fit staff who can work directly alongside City staff as partners. We view ourselves as part of the Cocoa team, and we intend to continue to raise the bar and operate at a high level of trust at all staff levels. A few examples of this direct connection include:

Our project engineer, Kunal Nayee, has intimate knowledge of the SFO infrastructure and has worked alongside your staff with boots on the ground for the past five years. Our team has supported the City with asset management and condition assessment of the collection system, including lift stations, lift station improvements, pipeline and manhole rehab and lining programs, and I&I reduction studies.

Our Sellers WRF task manager, Vic Godlewski, is a renowned wastewater process engineer who has previous experience at the WRF. Vic led the Sellers WRF upgrades to AWT, the biosolids mater plan, and the Internal Recycle Pump Stations improvements.

Our SCADA engineer, Arsalan Akram, has extensive experience with the City's Trihedral's VTScada system, as well as the XL Reporter software that is used to collect data automatically from the SCADA system. He is also familar with the radio system for the lift stations and has been working closely with the team to keep the communications operational. We have been supporting City with weekly site visits and 24/7 remote support for the past five years.

We understand the importance of quick response when urgent needs arise. With our on-call engineering support project, we have been responsively providing on-call hydraulic modeling to evaluate proposed development projects, various technical support, regulatory advice, emergency operational needs, and other ad-hoc requests.

Quality Management

Carollo's projects get started in the right direction with what we call our "Zero Percent" quality review. Our Project Advisory/QA Committee will review the Project Delivery Plan (PDP) and Project Management Plan (PMP) in detail, looking closely at the contract, schedule, staffing allocation, and key deliverables to verify your project has the right staff and the right resources to be available when needed. This committee will also provide ongoing internal audits of our quality management process to safeguard that quality control activities are taking place and are being documented as required.

Carollo's 10-Phase Quality Assurance Plan

Our in-house QA tools include standard specifications, design checklists, independent process and discipline review, and constructability reviews, which will be implemented as appropriate based on the selected delivery method and level of design development. These tools are integrated with our standard 10-part peer review and checking process that covers the project from start to finish.

Innovative Ideas and Approaches

Software development specific to the industry.

Carollo's Blue Plan-it® Decision Support System's built-in features, such as scenario manager, genetic algorithm optimizer, linear and non-linear solvers, full factorial solver, and Monte Carlo simulation, links customizable data visualization and business intelligence dashboards for water systems simulation, optimization, and decision support. With these tools, the Blue Plan-it® solution helps save time and potential money compared to conventional approaches.



Financial Planning Tool™ (FPT)

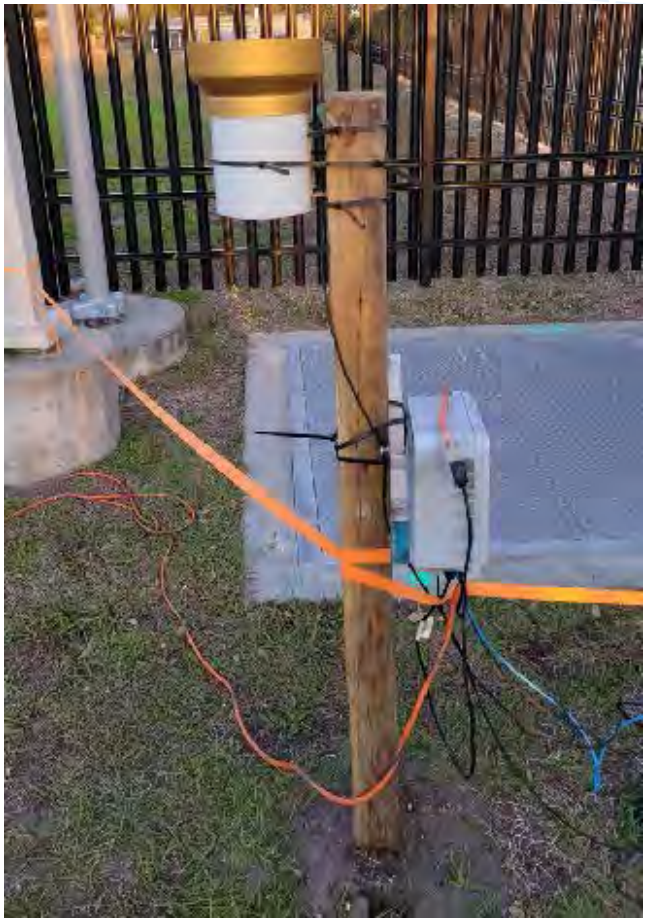
Carollo's FPT is a standalone financial model that allows users to quickly update user rates, fees, and financial needs. Once configured, the FPT is a user-friendly, spreadsheet-based model that automatically calculates future user rates, fees, and financial requirements to the financial plan of an agency. The FPT allows users to updated changes in customer information, reserve account balances, timing, CIP, reserve levels, and cash flows.

Modeling and BIM

Carollo is capable of using a variety of the latest modeling systems, including a variety of Autodesk and Bentley products, including REVIT, OpenBuildings Designer, and OpenPlant Modeler. Our varied experience with multiple software programs allows for us to easily create 2D plans and sections from complex and data rich 3D models on a variety of platforms to meet your needs. This also includes the ability to develop intelligent Process and Instrumentation Diagrams (P&IDs) that ink project-specific databases with process and instrumentation drawings. Client directories will be established in the network with appropriate block libraries and support fields for access by project designers. Carollo implements ProjectWise and BIM360 as the file organization and management tools.

Carollo Research Group.

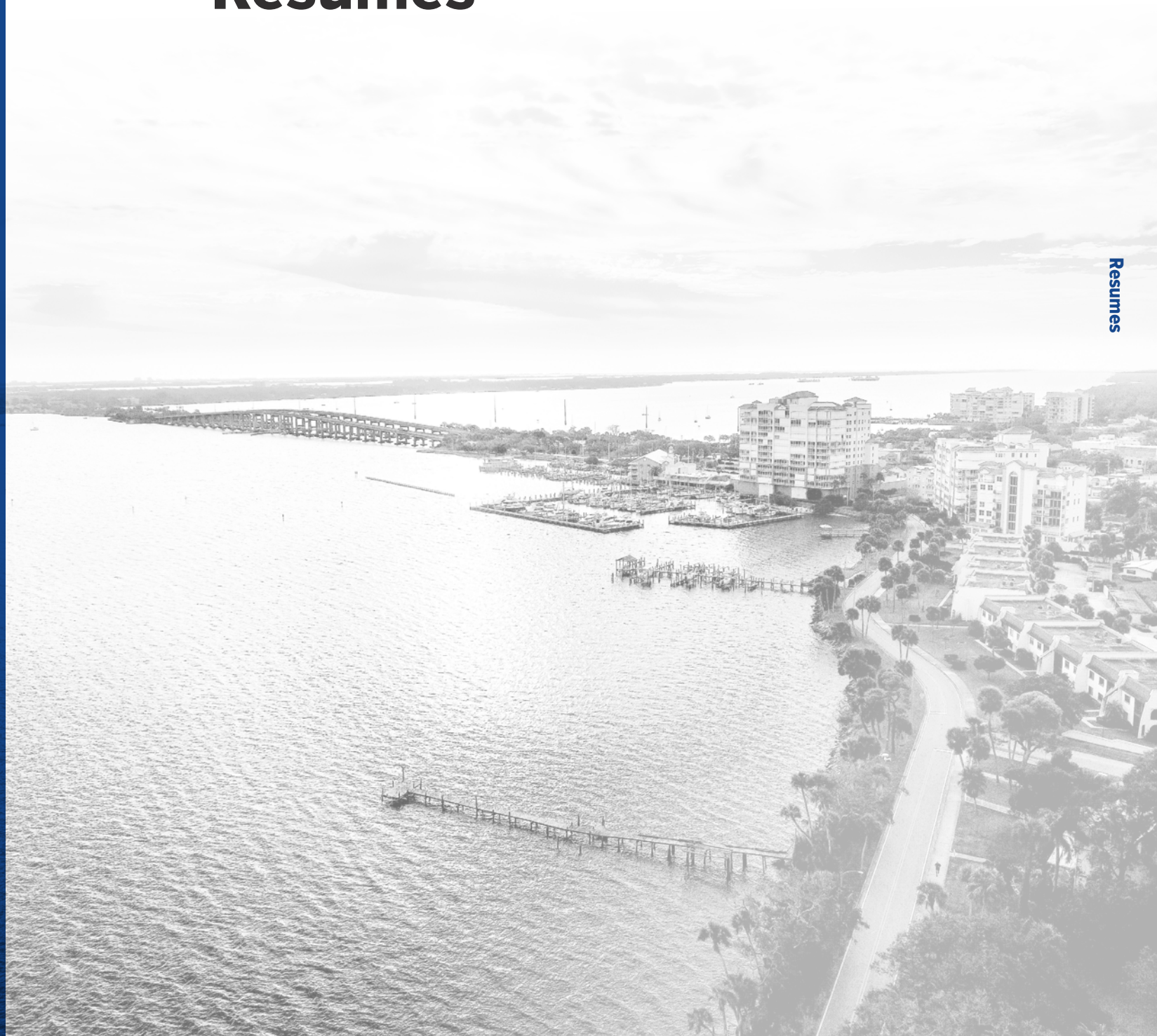
Carollo developed a specific team who can assist in specific wastewater testing processes and evaluation of technologies. For many clients, we have tested wastewater from treatment processes to determine effectiveness and assist in applying technologies. Recently, we have supported clients implementing wastewater surveillance programs for infection disease early detection in the collection system. More specifically to Cocoa, Carollo has developed and implemented the “Carollo Collector”. This is a lift station derived flow measuring device to capture the level in a wet well, pressure downstream of the pumps, and the lift station’s rainfall using a raspberry pi as that data logger and transmission device. The raspberry pi acts as the PLC and allows us to use a portable system to capture all the data necessary to calculate the rainfall-derived infiltration and inflow. All of the data is accessible from an online dashboard interface for review and analysis.



The Advantage: Implement I&I studies for a fraction of the cost and avoid relaying on third party vendors to collect the data. We can also install the equipment permanently and wire it to the SCADA for even more flexibility for future analysis.

As a trusted partner, Cocoa allowed us to test this device with your lift station. We continue to successfully gather data to prove out gains of the I&I improvement program. Our goal in the next phase will be to expand this data collection effort along with other tools such that we can document and prove Cocoa’s Return-on-investment from its I&I program.

Resumes





Scott Richards, PE

PRINCIPAL-IN-CHARGE/SFO

Professional Engineer, Florida License # 71505
BS, Mechanical Engineering // 21 Years of Experience

Scott brings exceptional skills and experiences specific to the City. He has unique communication skills, clearly conveying technical ideas to you and in turn, your preferences and decisions back to the design team, keeping his projects on track. Second, he is a "hands-on", practical engineer that can think out of the box to bring money-saving ideas to you.

Project Experience:

FY 19-23 Sewer Field Operations Division Engineering Support
City of Cocoa, FL // Principal-in-charge // As needed project management and coordination, technical support and review, SCADA maintenance, long term strategic planning, and manhole/gravity sewer program maintenance.

Critical Force Main Investigation, Lift Station 5 to Westside Regional Water Reclamation Facility
City of Daytona Beach, FL // Principal-in-charge // Investigation of seven miles of critical 36-inch force main. Work included hydraulic modeling for reliability scenarios, field data collection/survey, acoustic ball investigation for air pockets/leak detection, and recommendations for future improvements.

Lift Station 34 (LS34) Design Services
City of Daytona Beach, FL // Principal-in-charge // Investigation to determine potential options for improving LS34 as well as selecting and creating the design for these improvements.



Elisabetta Natale, PE, ENV SP

PROJECT MANAGER

Professional Engineer, Florida License # 84993
MS/ME, Civil/Environmental Engineering | BS, Civil/Environmental Engineering // 13 Years of Experience

Elisabetta will oversee the day-to-day efforts of the work and will be responsible for keeping projects on schedule and within budget. She has served primarily municipal utility clients and provides extensive project management, design, permitting, and construction phase services for new and rehabilitation of wastewater system and facilities projects.

Project Experience:

FY19-23 Engineering Services for Wastewater Collection, Treatment and Disposable Systems
City of Cocoa, FL // Project manager // Review and maintenance of the wastewater collection system model, condition assessment and asset management assistance, engineering evaluations, data collection and review, design, bidding support, construction administration, and permitting.

Camelot WRF Reuse System Operational Investigation
Toho Water Authority, Kissimmee, FL // Project manager and project engineer // Development of a WaterGEMS hydraulic model reuse system, development and comparative analysis of alternatives for system operational and infrastructure modifications, cost analysis, and service areas of the two WRFs.

Sandhill Water Reclamation Facility Upgrade, Expansion Design, and Construction Management
Toho Water Authority, Kissimmee, FL // Deputy project manager // Preliminary and final design, permitting, bidding, and construction phase services (CMAR delivery) for expansion of the Sandhill WRF from its current capacity of 6.0-mgd, aadf to 7.5-mgd aadf.



Kunal Nayee, PE

PROJECT ENGINEER

Professional Engineer, Florida License # 83294
MS, Civil Engineering | BS, Environmental Engineering // 11 Years of Experience

Kunal's focus is working with municipalities on asset management studies as well as utility design. His projects include hydraulic modeling for city- and county-level systems, asset management studies, and water and wastewater system designs.

Project Experience:

FY19-23 Sewer Field Operations Division Engineering Support
City of Cocoa, FL // Project engineer // As needed project management and coordination, technical support and review, SCADA maintenance, long term strategic planning, and manhole/gravity sewer program maintenance.

Lift Station No. 1 Replacement Project – Phases 1, 2 & 3
City of Cocoa, FL // Project engineer // Design and services during construction for a new lift station due to aging and severe corrosion of the mechanical components.

South Beach Street Force Main Improvements Project – Bethune Tie-in Design
City of Daytona Beach, FL // Project engineer // Evaluation and design of the structural requirements for supporting of a 36-inch force main to minimize risks associated with connecting to the existing 42-inch gravity sewer main.



Vic Godlewski, PE

JERRY SELLERS WRF LEAD

Professional Engineer, Florida License # 71505
BS, Mechanical Engineering // 21 Years of Experience

Vic's project experience includes wastewater treatment plant upgrades and expansions, utility master plans, lift stations, pipeline and conveyance. He brings a unique perspective to the team as the former Wastewater Division Manager for the City of Orlando. He will continue to provide leadership and technical guidance to the engineering team for the Jerry Sellers WRF.

Project Experience:

FY21-23 Engineering Division Support Services
City of Cocoa, FL // Project principal // As-needed assistance for professional engineering services for review and maintenance of the Jerry Sellers WRF, currently overseeing the supplemental carbon evaluation for implementation at the Sellers WRF.

Bee Ridge Advanced Water Reclamation Facility (BRWRF) Upgrade and Expansion
Sarasota County, FL // Process engineer // Preliminary and final design, permitting, bidding, and construction phase services to expand the BRWRF from 12-mgd MADF to 18-mgd MMADF.

Biosolids Master Plan
City of Cocoa, FL // Project principal // Development of a biosolids master plan to assist the City of Cocoa with identifying biosolids management strategies for the Jerry Sellers WRF.



Erica Stone, PhD, PE

QUALITY CONTROL MANAGER

Professional Engineer, Florida License # 75487
PhD/BS, Environmental Engineering // 17 Years of Experience

Erica's expertise is in the areas of water/wastewater treatment, environmental studies, sampling, research, and data analysis. She has completed bench and pilot test studies, as well as process selection alternative analysis and feasibility studies. She will oversee Carollo's comprehensive quality control program for projects assigned under this contract.

Project Experience:

Facility Plans for the North and South Water Reclamation Facilities
Orange County Utilities, FL // Quality control reviewer // Development of facility plans for the improvements to the NWRF and SWRF.

Tampa Augmentation Project
City of Tampa, FL // Quality control reviewer // Study using natural treatment systems (wetlands and soil aquifer treatment) to return highly treated reclaimed water from the Howard F. Curren Advanced Wastewater Treatment Plant to the regional raw water supply.

South Bermuda WRF Upgrades Expansion
Toho Water Authority, FL // Quality control reviewer // Designed upgrades that included a new grit removal system, improvements to the RAS and WAS pump stations, and other electrical and instrumentation support systems.



Kirsten Burns, PE

PLANNING/CIP LEAD

Professional Engineer, Florida License # 87900
BS, Environmental Engineering // 8 Years of Experience

Kirsten brings experience focused on master planning, CIP development, hydraulic modeling and collection system planning to this project team. Similar project experience includes master planning, hydraulic modeling, flow/demand projections, and system analysis.

Project Experience:

Wastewater Master Plan
City of Daytona Beach, FL // Project engineer // Data collection and assisted in field investigations, flow, and pressure monitoring data for model calibration. Constructed and calibrated hydraulic model and existing and future analysis for improvements for wet and dry weather conditions. Developed future flow and population projections, cost estimating, and model training for the City staff.

Calibrated Wastewater Hydraulic Model
Pasco County Utilities, FL // Hydraulic modeling // On-site data collection; population, flow, and diurnal pattern analysis; field testing; model development; calibration for dry and wet weather scenarios; and overall system analysis for wastewater collection system which includes over 600 publicly owned pump stations and extensive gravity sewer system connected to six active treatment plants.

Wastewater Hydraulic Modeling Assessment
City of St. Petersburg, FL // Project engineer // Capacity evaluations, development of a wet weather overflow mitigation program, prioritization of R&R for the wastewater transmission and collection system.



Arsalan Akram

SCADA/I&C

Certificates: Wonderware InTouch and System Platform Application Server; CitectSCADA; Rockwell FactoryTalk View ME, SE; Trihedral VTScada

BS, Electrical Engineering // 23 Years of Experience

Arsalan is a senior programmer with Carollo with expertise working computer networks, design and deployment of HMI and SCADA systems, historical system design and reporting requirements, PLC system design and programming for small and large plants (machine controls, water and wastewater controls), field instruments, variable frequency drives (VFDs) and soft-start integration and control, electrical design, and network protocol conversion.

Project Experience:

Jerry Sellers Water Reclamation Facility SCADA Services
City of Cocoa, FL // Senior programmer // SCADA hardware and software maintenance. SCADA, PLC and RTU programming and support.

Water Reclamation Facility Expansion
City of Plant City, FL // Senior programmer // Responsible for overall SCADA network, factory acceptance testing, and commissioning on customer site and customer training.

Everest Water Reclamation Facility Expansion
City of Cape Coral, FL // Senior programmer // Developed screens, designed and configured Ethernet, redundant ControlNet and DeviceNet networks, deployed Domain server, redundant RSView SE servers, OSI PI server and Rockwell AssetCenter. Helped program redundant ControlLogix PLC's. Designed 3D screens using Sketchup software, and configured network switches and router.



Mark Pellish, PE

ELECTRICAL ENGINEER

Professional Engineer, Florida License # 46906
BS, Electrical Engineering // 38 Years of Experience

As a senior electrical engineer, Mark's expertise consists of the design of electrical power distribution systems for water and wastewater treatment plants, distribution and sewer collection systems, and lift/ pumping stations. He has worked with the City of Cocoa facilities and will bring that understanding and knowledge to bear on projects assigned under this contract.

Project Experience:

Wastewater Basin 306 Master Pump Station
Collier County Utilities, FL // Electrical engineer // Design of upgrades to two existing mas-ter pump stations and design of one new master pump station within Basin 306 wastewater collection system.

Jerry Sellers WRF SCADA Network and Electrical Building Expansion Design
City of Cocoa, FL // Electrical engineer // Design of a new server room building, expansion of the existing electrical building, and update of the electrical design for the new SCADA network.

Bee Ridge Water Reclamation Facility Expansion to 18-mgd
Sarasota County, FL // Electrical/I&C // Expansion of the BRWRF from 12-mgd MADF to 18-mgd MMADF and conversion of its process to meet Florida AWT requirements.



John Sobczak, PE | Wekiva

STRUCTURAL ENGINEERING LEAD

Professional Engineer, Florida License # 71407
MS, Structural Engineering | BS, Mechanical Engineering // 17 Years of Experience

John is well versed in the requirements for the preparation of structural design calculations and high-quality contract documents for wastewater treatment facilities. His broad experience enables him to provide solutions to engineering problems that are the most cost effective and simple enough to ensure smooth construction and superior results.

Project Experience:

Jerry Sellers WRF Influent, Internal Recycle, and Transfer Pump Station Improvements
City of Cocoa, FL // Structural engineer // Design and construction phase services for the repair and replacement of the existing aging influent pump station and transfer pump station.

Westside Regional Water Reclamation Facility Improvements
City of Daytona Beach, FL // Structural engineer // Designed modifications to the Bardenpho basins to include supplemental air piping and mixers, deep bed sand filters, mudwell, clearwell, clarified liquid pump station, and several single-story masonry electrical buildings.

East WWTP Air Piping Emergency Replacement
City of Winter Springs, FL // Structural engineer // Emergency replacement of the East WWTP air piping between the blower room and treatment basins.



Gerry Torres, DBIA

CONSTRUCTABILITY/CONSTRUCTION MANAGEMENT

Designated Design-Build Professional
AS, Civil Engineering // 22 Years of Experience

Gerry has experience in water and wastewater treatment projects, including estimating, preconstruction, and project operations on design-bid-build and integrated delivery projects. He also has an extensive background in cost-effective planning and buy-out of facilities and solid relationships with local subcontractors and vendors.

Project Experience:

Bee Ridge Water Reclamation Facility Expansion to 18-mgd
Sarasota County, FL // Construction manager // Expansion of the BRWRF from 12-mgd MADF to 18-mgd MMADF and conversion of its process to meet Florida AWT requirements.

Southeast Wastewater Treatment Plant Expansion
Pasco County, FL // Construction inspection // On-site resident project representative and construction inspection services of the Southeast Wastewater Treatment Plant expansion from 3- to 6-mgd AADF, plus several thousand linear feet of force main replacement and addition outside the fence.

Wastewater Treatment Plant Improvements
City of Sarasota, FL // Field investigation and data review // Renew and/or replace existing facilities, automate existing treatment processes, “harden” existing facilities against severe weather events and cyber attacks, evaluate electrical needs, and provide redundancy for critical infrastructure for the existing 10.2 million gallon per day (mgd) advanced wastewater treatment plant

Required Forms and Statements



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

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

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

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

Name	Elisabetta Natale, PE
Address	608 Largovista Drive
City, State, Zip	Oakland, FL 34787
County	Orange

Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? _X_ Yes ____ No

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

Name	Kunal Nayee, PE
Address	5922 Rywood Drive
City, State, Zip	Orlando, FL 32810
County	Orange

Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? _X_ Yes ____ No

3. Firm's Office Location:

Company	Carollo Engineers, Inc.
Address	200 E Robinson Street, Suite 1400
City, State, Zip	Orlando, FL 32801
County	Orange

Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? _X_ Yes ____ No

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

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 2 OF 2)

AFFIDAVIT

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

Authorized Signatory	Carollo Engineers, Inc. **Name of Proposer**
M. Scott Richards, PE **Typed or Printed Full Name**	April 5, 2023 **Date**
Vice President **Title**	

On this 5th day of April, 2023, before me appeared (name) M. Scott Richards, PE, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) Carollo Engineers, Inc. to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires June 20, 2025

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

(seal)

Date April 5, 2023

State of Florida

County of Orange

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

AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF Florida

CITY OF Orlando

BEFORE ME**,** the undersigned authority, this day personally appeared M. Scott Richards, PE, who, after first being duly sworn, upon oath, deposes and says:

1. My name is M. Scott Richards, PE and I am over the age of eighteen (18) years.

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

3.I currently serve in the position of Vice President for Carollo Engineers, Inc. (hereinafter "Respondent") and have been employed by Respondent since December 4, 2017.

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

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

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

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

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

CONTRACT	AMOUNT PAID
RFQ-18-10-COC - TO 2021-20	$10,490.00
RFQ-18-10-COC - TO 2023-29	$199,394.08
RFQ-18-10-COC - TO 2023-27	$371,444.54
RFQ-18-10-COC - TO 2023-31	$125,913.68
RFQ-18-10-COC - TO 2023-28	$163,646.12
RFQ-18-10-COC - TO 2023-32	$34,718.34
RFQ-18-10-COC - TO 2021-16	$97,430.00
RFQ-18-10-COC - TO 2023-30	$19,963.29

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

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

CONTRACT	AMOUNT PAID
RFQ-18-10-COC - TO 2022-21	$19,963.29
RFQ-18-10-COC - TO 2022-22	$163,646.12
RFQ-18-10-COC - TO 2021-20	$10,490.00
RFQ-18-10-COC - TO 2022-23	$54,360.00
RFQ-18-10-COC - TO 2022-24	$248,637.38
RFQ-18-10-COC - TO 2022-25	$199,474.54
RFQ-18-10-COC - TO 2020-12	$4,051.00
RFQ-18-10-COC - TO 2020-13	$14,378.64
RFQ-18-10-COC - TO 202118	$454,738.62
RFQ-18-10-COC - TO 2021-15	$157,598.35
RFQ-18-10-COC - TO 2020-11	$175,810.66
RFQ-18-10-COC - TO 2021-17	$252,859.00
RFQ-18-10-COC - TO 2021-19	$19,963.29
RFQ-18-10-COC - TO 2020-14	$167,104.00

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: M. Scott Richards, PE

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of (X) physical presence or (___) online notarization, this 5th day of April, 20 23 by M. Scott Richards, PE [X] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of April, 20 23.

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC
Print Name: Teresa Eleanor Boywid
June 20, 2025
My Commission Expires:

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

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF Florida

CITY OF Orlando

BEFORE ME, the undersigned authority, this day personally appeared M. Scott Richards, PE, who, after first being duly sworn, upon oath, deposes and says:

1. My name is M. Scott Richards, PE and I am over the age of eighteen (18) years.

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

3. I currently serve in the position of Vice President for Carollo Engineers, Inc. (hereinafter "Respondent") and have been employed by Respondent since December 4, 2017.

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

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

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: M. Scott Richards, PE

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of (X) physical presence or ( ) online notarization, this 5th day of April, 20 23 by M. Scott Richards, PE [X] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of April, 20 23 .

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC
Print Name: Teresa Eleanor Boywid
June 20, 2025
My Commission Expires:

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

Scrutinized Company Certification

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

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

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

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

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

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

(Authorized Signature)

M. Scott Richards, PE, Vice President
(Printed Name and Title)

Carollo Engineers, Inc.
(Name of Vendor)

STATE OF Florida, COUNTY OF Orlando

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 5th day of April, 20 23, by M. Scott Richards, PE (name of person whose signature is being notarized) as Vice President (title) of Carollo Engineers, Inc. (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC:

(Signature) State of Florida at Large (Seal)

Teresa Eleanor Boywid (Print Name) My commission expires: June 20, 2025

Scrutinized Company Provisions

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

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

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

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

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

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

Drug-Free Workplace Certification

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

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

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

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

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

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

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

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

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

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

Authorized Signatory	M. Scott Richards, PE Typed Name of Signatory
Vice President Title	April 5, 2023 Date
Witness Signature	Teresa Boywid Typed Name of Witness

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

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.

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: Carollo Engineers, Inc.	Date: April 5, 2023
Signature of Authorized Certifying Official:	Title: M. Scott Richards, PE, Vice President

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

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

Carollo Engineers, Inc. whose business address is 200 E Robinson Street, Suite 1400, Orlando, FL 32801
[Name of entity submitting sworn statement]

and its Federal Employer Identification Number (FEIN) is 86-0899222.

My name is M. Scott Richards, PE and my relationship to the above is Vice President.
[Please print name of individual signing]

A.NON-COLLUSION PROVISION CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B.LOBBYING CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in `connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

Authorized Signatory	M. Scott Richards, PE Typed Name of Signatory
Vice President Title	April 5, 2023 Date
Witness Signature	Teresa Boywid Typed Name of Witness

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

Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
X	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)

State of Incorporation	Delaware
Principal Place of Business (Enter Address)	2795 Mitchell Dr, Walnut Creek, CA 94598
Federal I.D. or Social Security Number	86-0899222

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name: Carollo Engineers, Inc.

Mailing_Address: 200 E Robinson St #1400, Orlando, FL 32801

Telephone_Number: 407-478-4642 E-mail Address: enatale@carollo.com

FEIN: 86-0899222 DUNS: 045809316 CAGE Code: C7HVTLQZSWN4 As issued through www.sam.gov

Authorized Signatory Printed Name

M. Scott Richards, PE

Title Vice President

Date April 5, 2023

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

E-Verify Contractor Affidavit

I hereby certify that Carollo Engineers, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Carollo Engineers, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: M. Scott Richards, PE
Date: April 5, 2023

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this April 5, 2023 (date) by M. Scott Richards, PE (name of officer or agent, title of officer or agent) of Carollo Engineers, Inc. (name of corporation acknowledging) , a Delaware (state or place of incorporation) corporation, on behalf of the corporation He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public
Teresa Eleanor Boywid
Name typed, printed, or stamped
My Commission Expires: June 20, 2025

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025



Company ID Number:40635 Client Company ID Number:1491821

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Carollo Engineers, Inc.
Company Facility Address	2795 Mitchell Drive Walnut Creek, CA 94598
Company Alternate Address	4600 E Washington St Suite 500 Phoenix, AZ 85034
County or Parish	Contra Costa
Employer Identification Number	86-0899222
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	46



Company ID Number:40635 Client Company ID Number:1491821

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

California	10
Texas	7
Virginia	1
Florida	7
Massachusetts	1
Wisconsin	1
Illinois	1
Colorado	3
Missouri	1
New Mexico	1
Idaho	1
Arizona	3
Washington	1
Hawaii	1
Oklahoma	1
Nevada	2
Oregon	1
Utah	1
Nebraska	1
New York	1



Company ID Number:40635 Client Company ID Number:1491821

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Angie Keezer
Phone Number	(602) 474-4236
Fax Number	
Email Address	akeezer@carollo.com

Name	Christian Varela
Phone Number	(602) 474-4287
Fax Number	
Email Address	cvarela@carollo.com

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

FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

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

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has

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

been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1)*Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2)*Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~**5.** Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this

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

clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1.Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2.Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3.Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4.Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1.A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2.Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a.Are *not used* as a substantial or essential component of any system; *and*

b.Are *not used* as critical technology of any system.

2.Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment

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

or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

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

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

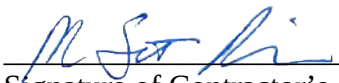
17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

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

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Carollo Engineers, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

M. Scott Richards, PE, Vice President

Name and Title of Contractor's Authorized Official

April 5, 2023

Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

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

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

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

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondent/Contractor Name: Carollo Engineers, Inc.

Mailing Address: 200 E Robinson Street, Suite 1400, Orlando, FL 32801

Telephone Number: 407-478-4642 E-mail Address: enatale@carollo.com

FEIN: 86-0899222 DUNS: 045809316 CAGE Code: C7HVTLQZSWN4 As issued through www.sam.gov

Authorized Signature — April 5, 2023 Date

M. Scott Richards, PE
Name of Respondent

Vice President
Title

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

BUSINESS REFERENCE LIST

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

1.Company Name City of Daytona Beach
Contact Name and Title Eric Smith, PE, Deputy Utilities Director
Address 3651 LPGA Boulevard, Daytona Beach, FL 32124
Phone Number 386-671-8829 | e. smitheric@codb.us
Duration of Contract or business relationship 16 Years
We currently hold two continuing contracts with the City of Daytona Beach, one focused on water and wastewater treatment facilities and the other focused on planning, studies, design, and construction phase services for pipelines and pumping facilities.

2.Company Name City of Boynton Beach
Contact Name and Title Christopher Roschek, PE, Utilities Operations
Address 124 E. Woolbright Rd.| Boynton Beach, FL 33435
Phone Number 561-742-6413 | e. roschekc@bbfl.us
Duration of Contract or business relationship 9 Years
We currently hold a continuing services contract that is focused on water and wastewater t planning, studies, design, and construction phase services.

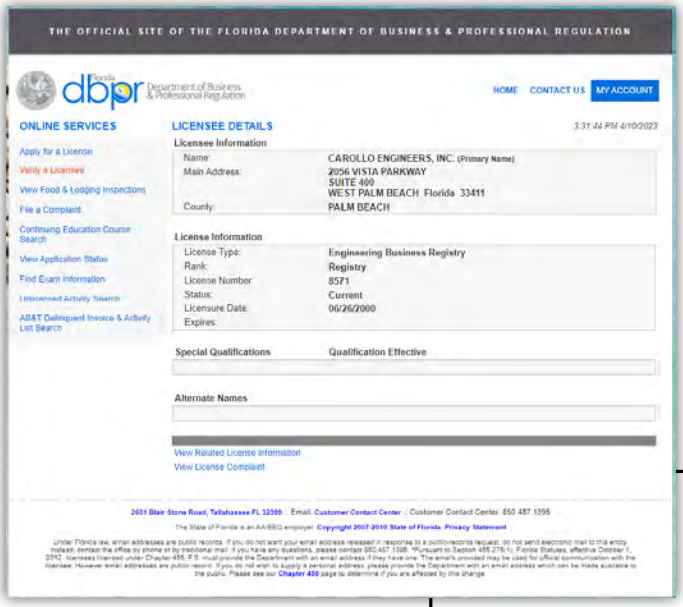
3. Name Toho Water Authority
Contact Name and Title Lan Zhou, Project Manager
Address 3651 LPGA Boulevard, Daytona Beach, FL 32124
Phone Number 407-944-5027 | e. lzhou@tohowater.com*
Duration of Contract or business relationship 7 Years
Carollo has been providing professional engineering services to Toho on water and wastewater treatment facilities including planning, studies, design, and construction phase services.

**Lan is currently working out of the Country and email is the most effective and preferred method of contact until she returns to the office.*

Standard Terms and Conditions/Special Condition Modification Requests

Carollo has no exceptions to the standard terms and conditions provided by the City in your Request for Qualifications Q-23-13-COC or any special condition modification requests at this time.

Carollo Business Licenses



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:31:44 PM 4/10/2023

Licensee Information

Name:	CAROLLO ENGINEERS, INC. (Primary Name)
Main Address:	2056 VISTA PARKWAY SUITE 400 WEST PALM BEACH Florida 33411
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	8571
Status:	Current
Licensure Date:	06/26/2000
Expires:	

Special Qualifications | Qualification Effective

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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State of Florida
Department of State

I certify from the records of this office that CAROLLO ENGINEERS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on May 25, 2000.

The document number of this corporation is F00000003055.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 13, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of February, 2023

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

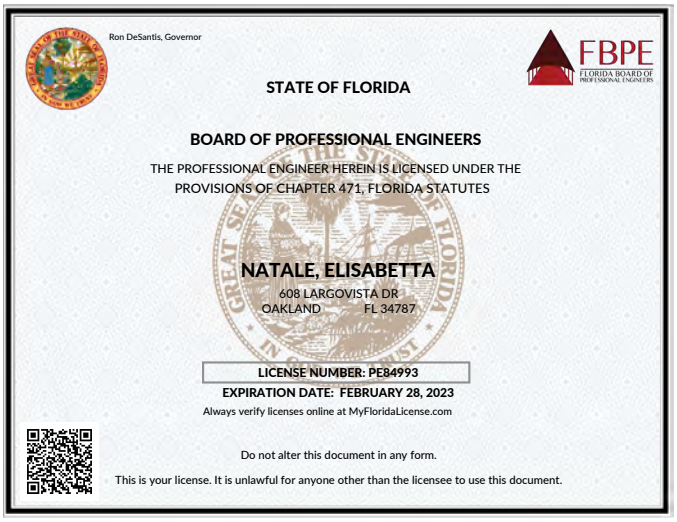
Secretary of State

Tracking Number: 9545514977CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Carollo Personnel Licenses



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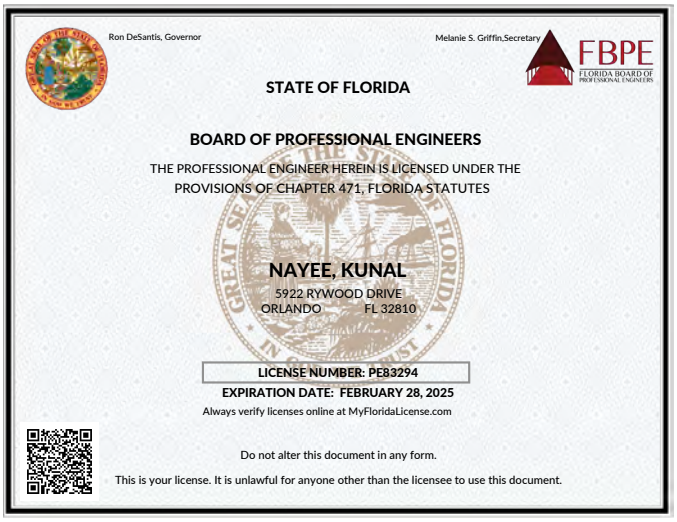
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NATALE, ELISABETTA
608 LARGOVISTA DR
OAKLAND FL 34787

LICENSE NUMBER: PE84993
EXPIRATION DATE: FEBRUARY 28, 2023
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Melanie S. Griffin,Secretary

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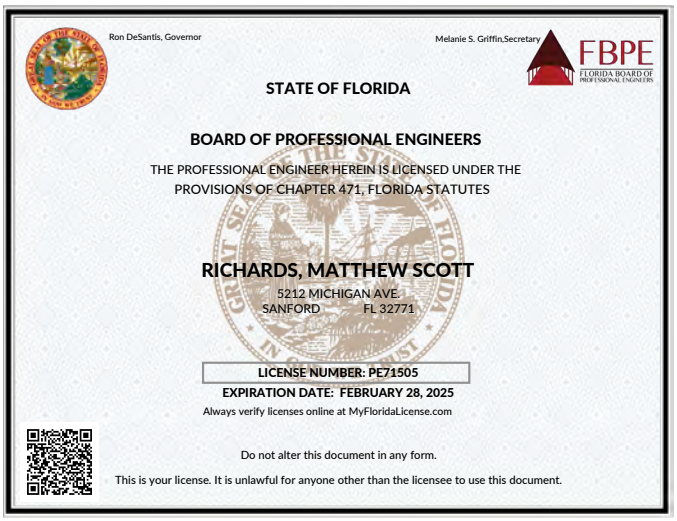
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NAYEE, KUNAL
5922 RYWOOD DRIVE
ORLANDO FL 32810

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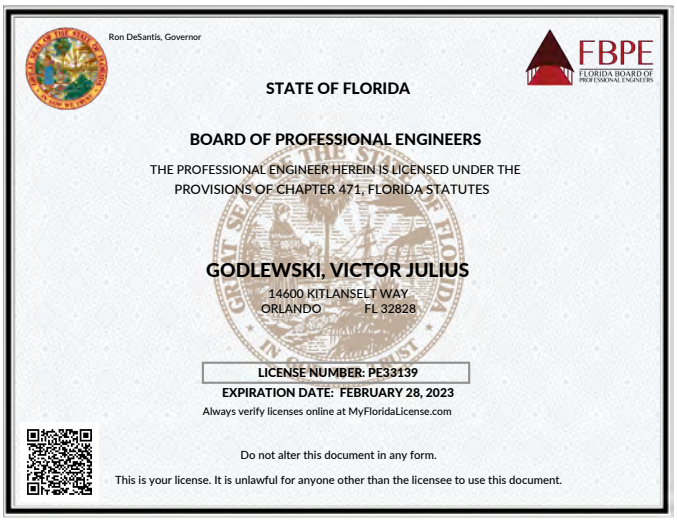
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RICHARDS, MATTHEW SCOTT
5212 MICHIGAN AVE
SANFORD FL 32771

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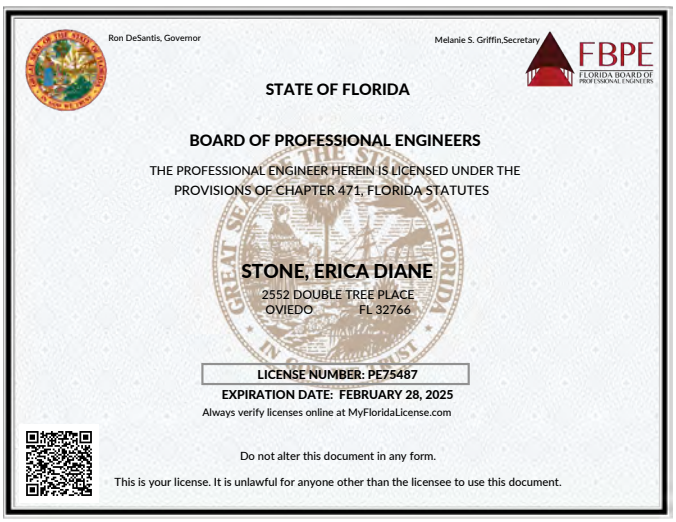
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GODLEWSKI, VICTOR JULIUS
14600 KITLANSELT WAY
ORLANDO FL 32828

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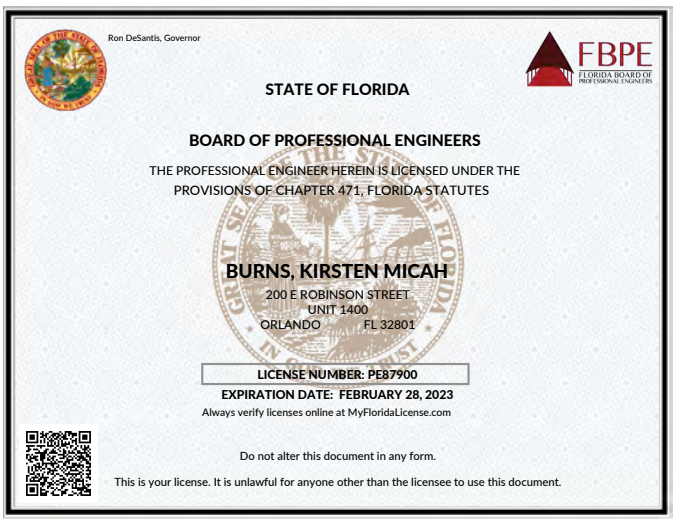
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STONE, ERICA DIANE
2552 DOUBLE TREE PLACE
OVIEDO FL 32766

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BURNS, KIRSTEN MICAH
200 E ROBINSON STREET
UNIT 1400
ORLANDO FL 32801

LICENSE NUMBER: PE87900
EXPIRATION DATE: FEBRUARY 28, 2023
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Ron DeSantis, Governor

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PELLISH, MARK A

200 EAST ROBINSON STREET
SUITE 1400
ORLANDO FL 32801

LICENSE NUMBER: PE46906
EXPIRATION DATE: FEBRUARY 28, 2023
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Melanie S. Griffin,Secretary

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SABATINO, ANTHONY D.

24031 GREENWOOD XING
EUSTIS FL 32736

LICENSE NUMBER: PE85230
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WARNER, RICHARD C.

4958 BUTLER NATIONAL DRIVE
WESLEY CHAPEL FL 33543

LICENSE NUMBER: PE79572
EXPIRATION DATE: FEBRUARY 28, 2025
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Melanie S. Griffin,Secretary

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THOMAS, MARY FICKERT

200 E. ROBINSON ST
SUITE 1400
ORLANDO FL 32801

LICENSE NUMBER: PE65602
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HELMS, AUBREY DALE JR.

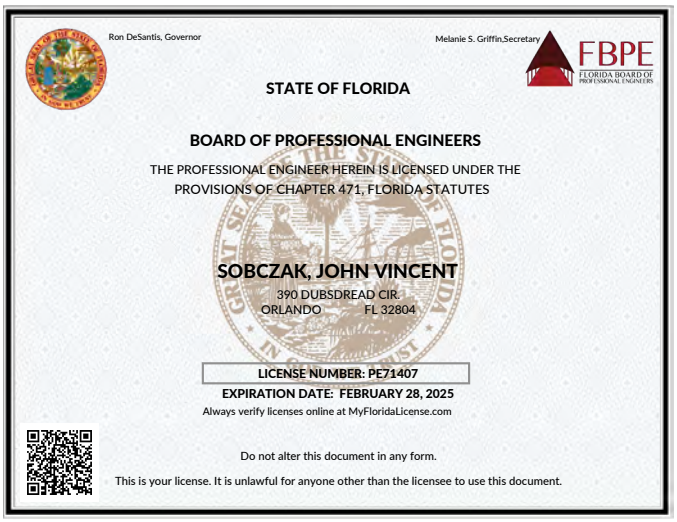
200 EAST ROBINSON STREET
SUITE 1400
ORLANDO FL 32801

LICENSE NUMBER: PE56790
EXPIRATION DATE: FEBRUARY 28, 2021
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Subconsultant Licenses



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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STATE OF FLORIDA

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SOBCZAK, JOHN VINCENT

390 DUBSDREAD CIR
ORLANDO FL 32804

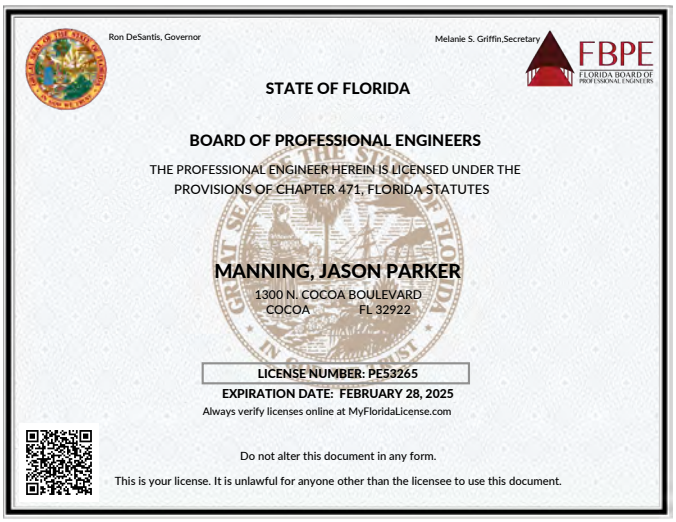
LICENSE NUMBER: PE71407

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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MANNING, JASON PARKER

1300 N. COCOA BOULEVARD
COCOA FL 32922

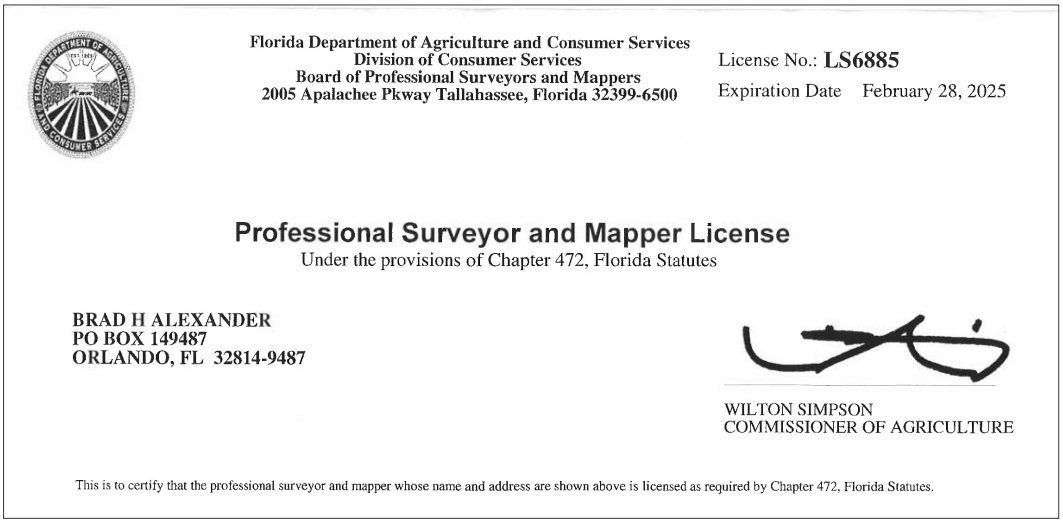
LICENSE NUMBER: PE53265

EXPIRATION DATE: FEBRUARY 28, 2025

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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6885

Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

BRAD H ALEXANDER
PO BOX 149487
ORLANDO, FL 32814-9487

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

7/4/2023

DATE (MM/DD/YYYY) 3/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1472884 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Continental Casualty Company — 20443 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19455159 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9730569	7/4/2022	7/4/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2022	7/4/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 9730570	7/4/2022	7/4/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2022	7/4/2023	EACH CLAIM: $4,000,000; AGGREGATE: $4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFQ - Engineering Services for Wastewater Collection, Treatment, and Disposal Systems, Bid No. Q-23-13-COC. City of Cocoa is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER

19455159
City of Cocoa
65 Stone St.
Cocoa FL 32922

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Joseph M Agnello

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MBE Certificate



State of Florida

Woman & Minority Business Certification

L & S Diversified

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
07/07/2021 to 07/07/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

200 East Robinson Street, Suite 1400, Orlando, FL 32801
407.478.4642 | carollo.com

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Engineering Svcs for Wastewater Collection, Treatment, and Disposal System	2025-09
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 09/09/24 City Bid Number: RFQ-23-13-COC AMOUNT: $ 246,530.00

Vendor Name: Carollo Engineers, Inc. Quote/Proposal Number: 2025-09

Dept. Number/Division Name: 4125 Utilities/SFO

Project Name: SFO Engineering Support Project Number: N/A

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : _____ Requested Amendment Amount: _____

Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Carollo Engineering, Inc. will provide Sewer Field Operations with professional engineering services for project management and coordination, technical support and review, SCADA maintenance, long-term strategic planning, and manhole/gravity sewer program maintenance.

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

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

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

Melinda Keesee Digitally signed by Melinda Keesee Date: 2024.09.11 10:25:29 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.09.11 12:41:12 -04'00'

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2025-09

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2024.09.27 09:34:15 -04'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Legislation Details (With Text)

File #:	24-585	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/30/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	
Title:	Approve the Amended and Restated Development Agreement and Restrictive Covenant Allegra at Cocoa. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Amended and Restated Allegra Development Agreement (Partially Executed)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: 9/30/2024.
Agenda Date: 10/8/2024.
Prepared By: Kristin Eick, Assistant City Attorney
Through: Stockton Whitten, City Manager
Requested Action:
Approve the Amended and Restated Development Agreement and Restrictive Covenant Allegra at Cocoa.

BACKGROUND:

The City of Cocoa and Allegra at Cocoa, LLC, entered into a Pre-Development Agreement and Restrictive Covenant on September 14, 2023. Allegra at Cocoa, LLC sought to develop up to 312 multi-family units on SR 524, and the City previously on January 10, 2023, approved via Resolution 2023-008 Allegra's request for authorization to proceed with the project in accordance with Florida Statute Sections 166.04151(6) and 420.0004 and to permit multifamily residential as an allowable land use on the property despite its current Commercial future land use designation and General Commercial zoning.

At the time of the Pre-Development Agreement's execution, Allegra at Cocoa, LLC was a contract purchaser of the property and the sale had not yet closed. The Pre-Development Agreement provided that it would not be effective until after the sale of the property to Allegra at Cocoa closed and the Agreement recorded. Further, the site plan for the multi-family project had not yet been approved.

Allegra at Cocoa, LLC closed on the property on June 6, 2024, and the Special Warranty Deed is recorded in the Official Records of Brevard County, Book 10084, Page 1715. However, at the same time and prior to recording the Pre-Development Agreement, Allegra also executed a Mortgage,

Security Agreement, and Assignment of Rents ("Mortgage") to International Bank of Commerce.

The Amended and Restated Development Agreement and Restrictive Covenant now includes a Joinder and Subordination by International Bank of Commerce, subordinating the Mortgage to the City's Agreement. Further, additional changes were made to reflect that the sale of the property to Allegra has closed, that the site plan has now been approved by the Planning and Zoning Board, and that Allegra at Cocoa no longer intends to place a conservation easement on the property that will be conveyed to the City. Additional minor changes were made, including that Allegra at Cocoa, LLC is now formed in Delaware.

All other major obligations remain unchanged, including the requirement to convey the 11.49-acre portion of the property to the City as well as to maintain the period of affordability for at least 10% of the units for a period of thirty (30) years.

PRIORITY AREA CONNECTION:

Choose an item..

BUDGETARY IMPACT:

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

N/A

PREVIOUS ACTION:

January 10, 2023 - Resolution 2023-008 Approved Multi-family affordable housing use on Commercial Property
September 14, 2023 - Pre-Development Agreement Executed
June 6, 2024 - Allegra at Cocoa, LLC closed on the property

RECOMMENDED MOTION:

Approve the Amended and Restatement Development Agreement and Restrictive Covenant with Allegra at Cocoa, LLC.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND RESTRICTIVE COVENANT ALLEGRA AT COCOA

THIS DEVELOPMENT AGREEMENT AND RESTRICTIVE COVENANT ("Agreement") is made and entered into this_____ day of September, 2024, ("Effective Date") by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation, located at 65 Stone Street, Cocoa, Florida 32922 ("City"), and **ALLEGRA AT COCOA, LLC,** a limited liability company of the State of Delaware authorized to transact business in the State of Florida, with an address of 750 Bering Drive, Suite 400, Houston, TX 77057 ("Developer").

RECITALS:

WHEREAS, Developer is the Owner of approximately 5 3 . 3 acres, more or less, of real property with Tax Parcel Identification Numbers 24-35-23-00-11 and 24-35-23-00-775, more particularly described herein in **Exhibit "A"** (collectively the "**Property**"); and

WHEREAS, Developer and the City acknowledge that the portion of the Property associated with Tax Parcel ID 24-35-23-00-775 is located in unincorporated Brevard County (hereinafter, the "**County Jurisdiction Property**") and that the portion of the Property associated with Tax Parcel Identification Number 24-35-23-00-11 is located within the jurisdictional limits of the City of Cocoa (hereinafter, the "**City Jurisdiction Property**"); and

WHEREAS, Developer is seeking to develop a 312 unit multifamily housing development and related facilities (the "**Project**") which will result in the creation of local job opportunities and affordable housing for the citizens of the City of Cocoa; and

WHEREAS, pursuant to its Florida Municipal Home Rule Powers and the City of Cocoa Code of Ordinances ("City Code"), Section 15-21, the City Council may approve Development Agreements which waive certain provisions of the City's land development regulations when in the public interest and consistent with the Comprehensive Plan, provided the Developer demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the Property in exchange for the variance or waiver; and

WHEREAS, pursuant to its Florida Municipal Home Rule Powers and City Code Section 15-21, on January 10, 2023, the City Council of the City of Cocoa considered and approved via Resolution 2023-008 the Developer's request for authorization to proceed with the Project in accordance with Florida Statute Sections 166.04151(6) and 420.0004 on the Property with subject conditions, and to permit multifamily residential as an allowable land use on the Property despite its current Commercial future land use designation and General Commercial zoning; and

WHEREAS, the City Council finds and declares that this Development Agreement serves a public purpose and serves the public health, safety and welfare of the citizens and visitors of Cocoa, which includes promotion of high quality safe, affordable and attainable housing; and

WHEREAS, the City and the Developer previously executed that certain Pre-Development Agreement and Restrictive Covenant, dated September 14, 2023, at a time when the Developer was the contract purchaser of the Property and desires to make certain minor modifications to the Agreement following closing on the Property; and

WHEREAS, the Parties acknowledge and agree that the previously executed Pre-Development Agreement Restrictive Covenant, dated September 14, 2023, is rescinded in its entirety and replaced as

restated and amended herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, which the parties agree has been exchanged and received, the parties agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code which expressly authorizes the City Council to waive applicable land development regulations of the City by Development Agreement.

3.0 Condition Precedent; Acquisition by Developer. Omitted.

4.0 Project Description and Permitted Waivers. Developer shall, at its expense, cause a multifamily rental development not to exceed 312 units and related facilities to be designed, permitted, and constructed on the City Jurisdiction Property in accordance with a Site Plan to be submitted for approval to the City's Planning & Zoning Board.

In furtherance of the processing the Site Plan, the City Council hereby agrees to the following waivers notwithstanding any other conflicting City Code provision:

A. Tree removal and land clearing shall be in accordance with the Site Plan, which shall at a minimum require the planting of 350 replacement trees totaling 993 inches on the Property, specifically 506 inches of large trees, 379 inches of medium or small tress, and 108 inches of palm trees. Developer and the City agree that the Developer's tree mitigation contribution for the remainder of the trees on the Property that are proposed for removal and will not be replaced, as would ordinarily be required by Appendix A, Zoning, Article XIII, Section 22 of the City Code and calculated in accordance with such Section, (the "**Tree Mitigation Contribution**") shall be waived by the City provided that the Developer satisfies the following conditions:

(i) the Developer conveys the Conveyance Parcel, as defined in Section 5.0, below, to the City;

(ii) the Developer maintains the Project as an affordable housing development as provided in Section 7.0 below for the requisite period of thirty (30) years;

(iii) the Planning and Zoning Board approves the Site Plan; and

(iv) the Developer obtains building permits for the Project and substantially commences vertical construction of the Project, which shall at minimum include building foundations, within one (1) year of the Effective Date of this Amended and Restated Development Agreement.

If the Developer fails to obtain Site Plan approval from the City or fails to obtain building permits and substantially commence vertical construction of the Project within the aforesaid one (1) year or fails to satisfy any of the conditions of this Section, the City shall have the right to declare the Developer in default pursuant to Section 25.0 of this Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty and/or immediately take any and all actions necessary to collect the entire Tree Mitigation Contribution to the extent the trees have been removed not to exceed $945,000.00.

B. City agrees to allow a waiver to the minimum unit size requirement of the City Code, from 800 square feet per one-bedroom unit to 660 square feet per one-bedroom unit, for a maximum of 80 units.

5.0 **Project Enhancements: Conveyance of Property.** In accordance with Section 15-21 of the City Code and in consideration of the waiver granted in Section 4.0 above, the Developer agrees to incorporate the following development enhancements into the final site plan and affect conveyance of a portion of the Property as follows:

The Developer shall convey, free of charge and free and clear of all liens and mortgages, and other encumbrances that are not reasonably deemed by the City to be permitted exceptions that will interfere with the City's intended purpose and use for the land, a portion of its Property as further described herein. The property to be conveyed by the Developer to the City shall consist of:

i. The entirety of Tax Parcel Number 24-35-23-00-775 and the portion of Tax Parcel Number 24-35-23-00-11 as depicted on **"Exhibit B"**, the "Conveyance Parcel".

ii. It is anticipated that the total conveyance shall consist of approximately 11.5+/- acres of upland and wetlands.

The Developer shall initiate the conveyance to the City within thirty (30) days following commencement of land clearing on the Property for purposes of construction. The Developer shall inform the Building Official and City Attorney of the date of commencement of land clearing on the Property for purposes of this Section. In order to initiate the conveyance, the Developer shall provide the City with a written notice requesting the City to accept conveyance of the property ("Written Notice"). The Written Notice must be accompanied by a survey and legal description, prepared by a duly registered and professional surveyor, of the new parcel that will be conveyed to the City, consisting of property identified in this subsection and consistent with Exhibit C. The City shall have twenty (20) days to review the survey and notify the Developer of its acceptance or objection to the proposed legal description of the property to be conveyed.

The Developer shall obtain at the Developer's expense within fifteen (15) days from the City's acceptance of the survey and legal description, a commitment for an Owner's Title Insurance Policy (ALTA FORM B-1970) from a title insurance company ("Title Company") reasonably acceptable to the City, agreeing to insure title to the property in an amount equal to the estimated assessed value of the property to be conveyed, and subject to: no exceptions other than those matters herein permitted; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an Owner's Policy from the Title Company. The Developer shall provide the City a copy of the title commitment upon receipt of same. The City shall have twenty (20) days to examine the commitment and tender any objections thereto. At closing, Title Company shall provide the City standard "GAP" coverage in the custom as established by title insurance practices in Florida. Subsequent to closing, Title Company, at the Developer's expense, shall provide an owner's title policy showing title up to and including the recording of the deed delivered at closing, said policy showing the continuation of good and marketable title in the Developer to the moment of recording the warranty deed and subject only to the Permitted Exceptions and any matters created at closing. If the title commitment discloses unpermitted exceptions or matters that render the title non-marketable or unacceptable to the City for its intended purposes and proposed land uses, the Developer, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from the City within which to have the exceptions removed from the commitment or the defects cured to the reasonable satisfaction of the City. In such event, the time of closing shall be thirty (30) days after delivery of the commitment or the time expressly specified in this Agreement,

whichever is later. If the Developer fails to have the commitment exceptions removed or the defects cured within the specified time, the City may terminate this Agreement and demand full payment of the Tree Mitigation Contribution, not to exceed $945,000.00, or the City may elect, upon notice to the Developer within ten (10) days after the expiration of the forty-five (45) day curative period, to take title as it then is notwithstanding such exceptions or title defects. Notwithstanding anything herein contained to the contrary, the Developer shall exercise reasonable diligence in the curing of any defects in title, including the payment and discharge of any liens or encumbrances affecting the title status of the property. The Developer shall pay for the cost of recording any necessary curative instruments, the title insurance commitment, and the Owner's policy if issued, and recording of the deed. Each party shall pay their respective attorney's fees.

Notwithstanding anything to the contrary in this Section, the Developer agrees that Developer shall be solely responsible for satisfying all wetland mitigation requirements imposed by St. John's River Water Management District as a result of Developer's proposed impacts to wetlands for its own Project, specifically including any additional wetland mitigation requirements related to the Developer's Project that St. John's River Water Management District deems necessary. The City agrees that it shall be responsible for any wetland mitigation costs required for the City's performance of activities on the Conveyance Property, less the additional costs associated with wetland mitigation required for the Developer's St. John's River Water Management District permit.

The City agrees that should the Developer abandon the Project after final site plan approval and conveyance of the above-described property, but prior to completion of construction and issuance of certificates of occupancy, the Developer's successors or assigns shall be permitted to apply the acreage of the above-described property if already conveyed to the City for purposes of calculating density, floor area ratio, and maximum impervious surface or lot coverage, provided that, absent a written modification to this Agreement approved by the City Council, such calculations shall not be increased beyond that proposed in the final site plan and as provided in this Agreement for purposes of future development.

All utilities constructed on the Property including, but not limited to, electric, water, sewer, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City.

Further, maintenance of the Project as an affordable housing project for the requisite period as provided in Section 7.0 below shall be considered an enhancement that will benefit the public interest.

6.0 **Developer Obligations.** In accordance with Section 15-21 of the City Code and in consideration of the waiver granted in Section 4.0 above, the Developer agrees to incorporate the following in the Development:

A. The Developer shall reserve a minimum of three (3) one or two bedroom apartment units for City law enforcement officers or first responders to be rented at a 25% discounted rate, to be made available on a first come, first serve basis, at the time of initial leasing until there are no other apartments available in the Development. In addition, the Developer shall provide a lease preference above other tenant applicants to City law enforcement officers and firefighters, along with EMS/Paramedics and Brevard County school teachers teaching within the City limits, on a first come, first serve basis so long as it does not violate Federal Housing statutes.

B. The Developer will provide that at least ten percent of the units included in the Project are for housing that is affordable per the provisions of Florida Statute Section 166.04151 as provided in Section 7.0.

7.0 **Restrictive Covenant.** In accordance with Resolution 2023-008 and pursuant to Section 166.04151, Florida Statutes, the Developer shall maintain at least ten percent (10%) of the occupied units in the Project for affordable housing as provided and defined in such statute, for a period of at least thirty (30) years following the date of the issuance of a certificate of occupancy for the Project. For this period of time, at least ten percent (10%) of the units shall be "affordable" as defined in Section 420.0004, Florida Statutes (the "Affordable Units."). On or before the anniversary date of the issuance of the certificate of occupancy each year, the Developer shall provide to the City copies of leases for the Affordable Units and the Florida Housing Finance Corporation Tenant Income Certification forms for the tenants which demonstrate that at least ten percent (10%) of the occupied units serve "moderate income persons", which shall mean one or more natural persons or family, the total annual adjusted gross household income of which is less than 120% of the area family median income (AFMI) for households within Brevard County, Florida metropolitan statistical area, as defined and updated annually for each unit type (i.e., one-bedroom and two-bedroom) by the U.S. Department of Housing and Urban Development. City staff will review the leases and income verification forms and verify that the income of tenants in all Affordable Units falls within the applicable income limits and that the units have been leased such that the total monthly charges for rent and utilities for all Affordable Units do not exceed the amount equal to thirty percent (30%) of the HUD-defined monthly AFMI for each unit type. For purposes of meeting the minimum 10% affordability requirement, any unit type may be designated as an Affordable Unit and the designated units may change on each anniversary, provided that at least 50% of the Affordable Units shall be two-bedroom units. The City shall observe applicable Public Records Act exemptions. Should the Developer lease an Affordable Unit to a public officer or employee with an exempt home address, telephone number, or other personal information under Florida's Public Records Act, the Developer shall include the following information in the lease: "You have leased a unit that is considered an "affordable" unit under Florida law. A copy of this lease will be distributed to the City of Cocoa and other applicable government agencies. Under Florida law, a public agency that is the custodian of personal information specified in s. 119.071(4)(d)2., F.S., which may include home addresses, telephone numbers, and other personal identifying information, but is not the employer of the officer or employee, may maintain the exempt status of that information only if the officer or employee or the employing agency of the designated employee submits a written request for maintenance of the exemption to the custodial agency. Section 119.071(4)(d)3., F.S. The request must be notarized and state under oath the statutory basis for the individual's exemption request and confirm the individual's status as a party eligible for exempt status. Section 119.071(4)(d)3., F.S."

The Developer agrees that the commitment to maintain the required percentage of Affordable Units for a period of at least thirty (30) years allowed the City to adopt Resolution 2023-008 in accordance with Florida law. Because the City Jurisdiction Property otherwise has a Commercial future land use and General Commercial zoning, multi-family residential development would not have been permitted on such City Jurisdiction Property but for the application of and the Developer's utilization of Section 166.04151, Florida Statutes. Accordingly, should the Developer violate this Restrictive Covenant to maintain at least ten percent (10%) of the units as Affordable Units in accordance with the statute, the City shall have the right, but not obligation, to declare the Project to be a nonconforming use which shall be subject to the applicable provisions of the City Code regarding nonconforming uses and structures and to demand payment of the Tree Mitigation Contribution not to exceed $945,000.00. Further, the failure to timely comply with any mandatory condition of this Agreement shall constitute a violation of the Zoning Ordinances of the City of Cocoa and shall be subject to code enforcement action before the City's Code Enforcement Board.

8.0 **Recalculation of Tree Mitigation Contribution.** To the extent that the City Code, Appendix A - Zoning, Article XIII, Section 22 Landscape Requirements, is amended prior to the end of the thirtieth year following the issuance of the certificate of occupancy such that the total amount of the Tree Mitigation Contribution would be reduced below $945,000.00 under the amendment, the Developer

may request, in writing, that the City Manager or his or her designee recalculate and decrease the Tree Mitigation Contribution. Recalculations authorized in this Section may be administratively granted without further approval of the City Council. Notwithstanding the foregoing, the City shall not issue refunds for any Tree Mitigation Contribution payments paid prior to the adoption of an amendment to the City Code.

9.0 **Land Clearing Performance.** The Parties agree that if Developer clears the Property of trees, and later fails to substantially commence the vertical construction of the Project within a period of one (1) year of the Effective Date of this Agreement, Developer shall pay the City the Tree Mitigation Contribution (or as otherwise adjusted in accordance with the terms of this Agreement), and Developer shall comply with the seeding and/or mulching requirements to prevent erosion and sedimentation on the Property as set forth in Appendix A Zoning, Article XIII, Sec. 22(E)(5) of the City Code.

10.0 **Representations of the Parties.** The Parties hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the Parties, constitute a legal, valid and binding obligation enforceable against the Parties hereto. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

11.0 **Successors and Assigns.** This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

12.0 **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or in the event of a federal court action, in the Middle District of Florida, in Orlando, Florida.

13.0 **Amendments.** This Agreement shall not be modified or amended except by written agreement duly executed by all parties hereto (or their successors or assigns) and approved by the City Council.

14.0 **Entire Agreement; Exhibits.** This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

15.0 **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a Court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

16.0 **Effective Date.** This Agreement shall become effective upon approval by the City Council and execution of this Agreement by all Parties hereto.

17.0 **Recordation.** Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

18.0 **Relationship of the Parties.** The relationship of the Parties to this Agreement is contractual and Developer is an independent contractor or an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and none of the Parties is authorized to, nor shall any Party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

19.0 **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

20.0 **City's Police Power.** Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

21.0 **Interpretation.** The Parties hereby agree and acknowledge that they have all participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

22.0 **Third-Party Rights.** This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

23.0 **Attorney's Fees.** In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

24.0 **Development Permits.** Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve any Party of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold issuance of any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement beyond the expiration of all applicable notice and cure periods hereunder.

25.0 **Default.** Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, injunctive relief and termination of this Agreement. Prior to any Party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting Party shall be provided a sixty (60) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action; provided, however, that if the nature of the default is such that it cannot reasonably be cured within sixty (60) days, then the cure period shall be deemed extended so long as the defaulting Party commences the cure thereof within such period and thereafter diligently pursues such cure to completion.

26.0 **Termination.** In addition to those circumstances allowing termination as already provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without penalty, if Developer fails to receive a building permit and commence vertical construction of the Project, which shall at minimum include building foundation(s), within one (1) year of the Effective Date of this Agreement. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project. Provided,

however, that in either of these circumstances, the City shall first deliver written notice and an opportunity to cure to the Developer as set forth in Section 25.0. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

27.0 **Indemnification and Hold Harmless.** As between the City and Developer, Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter; provided, however, that the foregoing indemnification obligation shall not include matters resulting from the acts or omissions of the City, nor the gross negligence or willful misconduct of the City. This indemnification shall survive the termination of this Agreement.

28.0 **Force Majeure.** The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts, if the City is claiming the benefit of this Section 28.0), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, pandemics, quarantines and "stay-at- home" orders not including COVID-19 (other than the City's own acts, if the City is claiming the benefit of this Section 28.0), injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

29.0 **Notice.** Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:
Stockton Whitten
City Manager, City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Developer:
Jeremy Mears
Allegra at Cocoa, LLC
750 Bering Drive, Suite 400.
Houston, TX 77057

Copy To:
Kimberly Bonder Rezanka
Lacey Lyons Rezanka
1290 U.S. Highway 1, Suite 103

Rockledge, FL 32955

Any Party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

30.0 **Assignment.** Prior to completing the construction of the Project and reaching final build-out of the Project (as evidenced by issuance of a certificate of occupancy for the Project), Developer shall not assign this Agreement without the prior written consent of the City, and same shall not to be unreasonably withheld. Any such assignment shall also require the written approval of the City by amendment to this Agreement, but which shall not require a public hearing and shall not be unreasonably withheld. Notwithstanding the foregoing, Developer shall be entitled to assign its rights and obligations under this Agreement, at any time and without the prior written consent of the City, to (a) a parent, subsidiary, or affiliated entity in which Developer or its affiliates are members or interest holders without City consent, or (b) any tenant of the Project pursuant to a lease entered into with the Developer, provided that the City is given notice of such assignment in accordance with Section 29.0 herein. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer 's obligations, commitments, representations, and warranties under this Agreement. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns. Upon any such assignment, Developer shall be automatically released from all of its obligations and liabilities under this Agreement.

31.0 **Compliance with Laws; Planning & Zoning Board Site Plan Conditions.** As between the City and Developer, Developer shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the construction, location and continued operation of its business within the City of Cocoa. As between the City and Developer, Developer shall also be responsible for complying with all conditions of Site Plan approval imposed by the Planning & Zoning Board which are not contrary to the Resolution by City Council authorizing this Development Agreement.

32.0 **Waiver.** No failure to insist on the prompt performance by Developer of its obligations under this Agreement shall be construed as a waiver by the City of its rights to demand performance. Further, any waiver by the City of any breach or violation of Developer's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation or impede the City's ability to enforce the terms of this Agreement.

33.0 **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF THIS AGREEMENT.

34.0 **Anti-Corruption.** In entering into this Agreement, the City has not violated, and in

implementing this Agreement, the City shall not violate, or knowingly permit anyone to violate, any applicable laws or regulations pertaining to anti-corruption or bribery.

35.0 **Estoppel Certificates**. Upon request, the Parties, and their respective successors and/or assigns, shall, upon not less than fifteen (15) days' written notice from the requesting party, execute and deliver to the requesting party (or any existing or prospective lender or purchaser of the requesting party) a certificate stating, in good faith: (a) that either this Agreement is unmodified and in full force and effect or is modified (and stating the modification); and (b) whether or not, to the best of its knowledge, the other party is in default in any respect under this Agreement and if in default, specifying such default.

Signed, sealed, and delivered in the presence of the following witnesses:

CITY OF COCOA, A FLORIDA MUNICIPAL CORPORATION

_____
Signature of Witness

_____
Printed Name of Witness

_____
Michael C. Blake, Mayor

_____
Address of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

APPROVED AS TO FORM

By: _____
Anthony A. Garganese, City Attorney

_____
Address of Witness

ATTEST:

By: _____
Monica Arsenault, City Clerk

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this ___ day of _____, 20___ by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who [_] is personally known or [_] has produced a driver's license as identification.

[Seal]

_____
Notary Public
Print Name: _____
My Commission Expires: _____

Stephanie Tooley
Signature of Witness
Stephanie Tooley
Printed Name of Witness

750 Bering, St. 400, Houston, TX 77057
Address of Witness

Brianna Escalante
Signature of Witness
Brianna Escalante
Printed Name of Witness

750 Bering Dr., Ste 400, Houston TX. 77057
Address of Witness

DEVELOPER:
ALLEGRA AT COCOA, LLC

BY: ALLEGRA AT COCOA HOLDINGS, LLC, ITS MANAGING MEMBER

BY: BROWNSTONE VENTURES, LLC, ITS MANAGER

Doak D. Brown, as Manager

Date: 9/23/24

State of Texas
County of Harris

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 23rd day of Sept., 2024 by Doak D. Brown as Manager of Brownstone Ventures, LLC, the Manager of Allegra at Cocoa Holdings, LLC, the Managing Member, of **ALLEGRA AT COCOA, LLC** who [X] is personally known or [_] has produced a driver's license as identification.

[Seal]

NOTARY PUBLIC STATE OF TEXAS
NIYAH ELLYSE FLOYD
Notary ID #134402298
My Commission Expires
June 12, 2027

Niyah Floyd
Notary Public
Print Name: Niyah Floyd
My Commission Expires: 06-12-27

EXHIBIT "A" – Legal Description

That part of the South 1/2 of the Northeast 1/4 of Section 23, Township 24 South, Range 35 East, lying Northerly of the Northerly right-of-way line of State Road 524, Brevard County, Florida.

Said property being also described as follows:

Commence at the NW corner of the NE 1/4 of Section 23, Township 24 South, Range 35 East Brevard County, Florida: thence S 00°02'15" W along the West line of said NE 1/4 and the Easterly line of Britt Estates, as recorded in Plat Book 20, page 46, Public Records of Brevard County, Florida, a distance of 1325.33 feet, to the North line of the South 1/2 of the said NE 1/4 and the SE corner of said Britt Estates and the point of beginning; thence S 89°57'04" E, along said North line, a distance of 2593.94 feet, to the Westerly right-of-way line of Cox Road; thence S 00°03'43" E, along said Westerly right-of-way line a distance of 29.99 feet, to the Northerly right-of-way line of State Road 524 (200 foot R/W); thence S 53°07'46" W along said Northerly right-of-way line, a distance of 2156.99 feet, to the intersection with the South line of the said South 1/2 of NE 1/4; thence N 89°55'42" W, along said South line, a distance of 869.27 feet, to the west line of the said NE 1/4; thence N 00°02'15" E, along said West line a distance 1325.33 feet to the point of beginning.

AND

The East 60 feet of the following described property:

A parcel of land being that portion of the West 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 24 South, Range 35 East, Brevard County, Florida, lying North of the Northerly right of way of State Road no. 524.

EXHIBIT "B" – Conveyed Property

LEGAL DESCRIPTION

PARK PARCEL:

THAT PART OF THE EAST 1/2 OF SECTION 23, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE N 00° 18' 07" E, ON THE WEST LINE OF SAID NORTHEAST 1/4, 501.40 FEET; THENCE S 89° 41' 53" E, 129.30 FEET; THENCE N 00° 47' 28" W, 56.65 FEET; THENCE N 04° 25' 12" W, 45.00 FEET; THENCE N 04° 00' 57" E, 45.78 FEET; THENCE N 06° 41' 40" W, 39.08 FEET; THENCE N 47° 06' 12" E, 57.74 FEET; THENCE S 78° 13' 47" E, 55.21 FEET; THENCE N 59° 18' 40" E, 47.80 FEET; THENCE N 66° 31' 33" E, 32.85 FEET; THENCE S 82° 12' 08" E, 31.72 FEET; THENCE N 36° 44' 38" E, 46.38 FEET; THENCE S 77° 26' 24" E, 55.08 FEET; THENCE S 64° 15' 45" E, 41.14 FEET; THENCE S 75° 23' 43" E, 4.39 FEET; THENCE N 42° 15' 48" E, 7.65 FEET; THENCE N 02° 52' 38" E, 56.12 FEET; THENCE N 57° 48' 39" E, 55.72 FEET; THENCE N 28° 48' 54" E, 37.66 FEET; THENCE N 56° 38' 58" E, 29.87 FEET; THENCE N 79° 16' 48" E, 12.92 FEET; THENCE N 27° 33' 08" E, 14.32 FEET; THENCE N 64° 39' 17" E, 22.89 FEET; THENCE N 10° 17' 59" E, 33.56 FEET; THENCE S 77° 00' 08" E, 54.00 FEET; THENCE S 00° 18' 04" W, 944.34 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE N 89° 40' 39" W, ON SAID SOUTH LINE, 309.23 FEET TO THE NORTHEAST CORNER OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE S 00° 16' 55" W, ON THE EAST LINE OF SAID WEST 1/4, 404.42 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 524; THENCE S 53° 23' 22" W, ON SAID NORTHERLY RIGHT-OF-WAY LINE, 75.02 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, N 00° 16' 55" E, 449.50 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE N 89° 40' 39" W, ON SAID SOUTH LINE, 270.82 FEET TO THE POINT OF BEGINNING, CONTAINING 11.49 ACRES OF LAND MORE OR LESS AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

ALLEN & COMPANY
Founded in 1988
SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 FAX (407) 654-5356

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE-NAD83 2011)
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB NO.	20220118	CALCULATED BY:	N/A
DATE:	01/27/2023	DRAWN BY:	JAR
SCALE:	N/A	CHECKED BY:	JAS

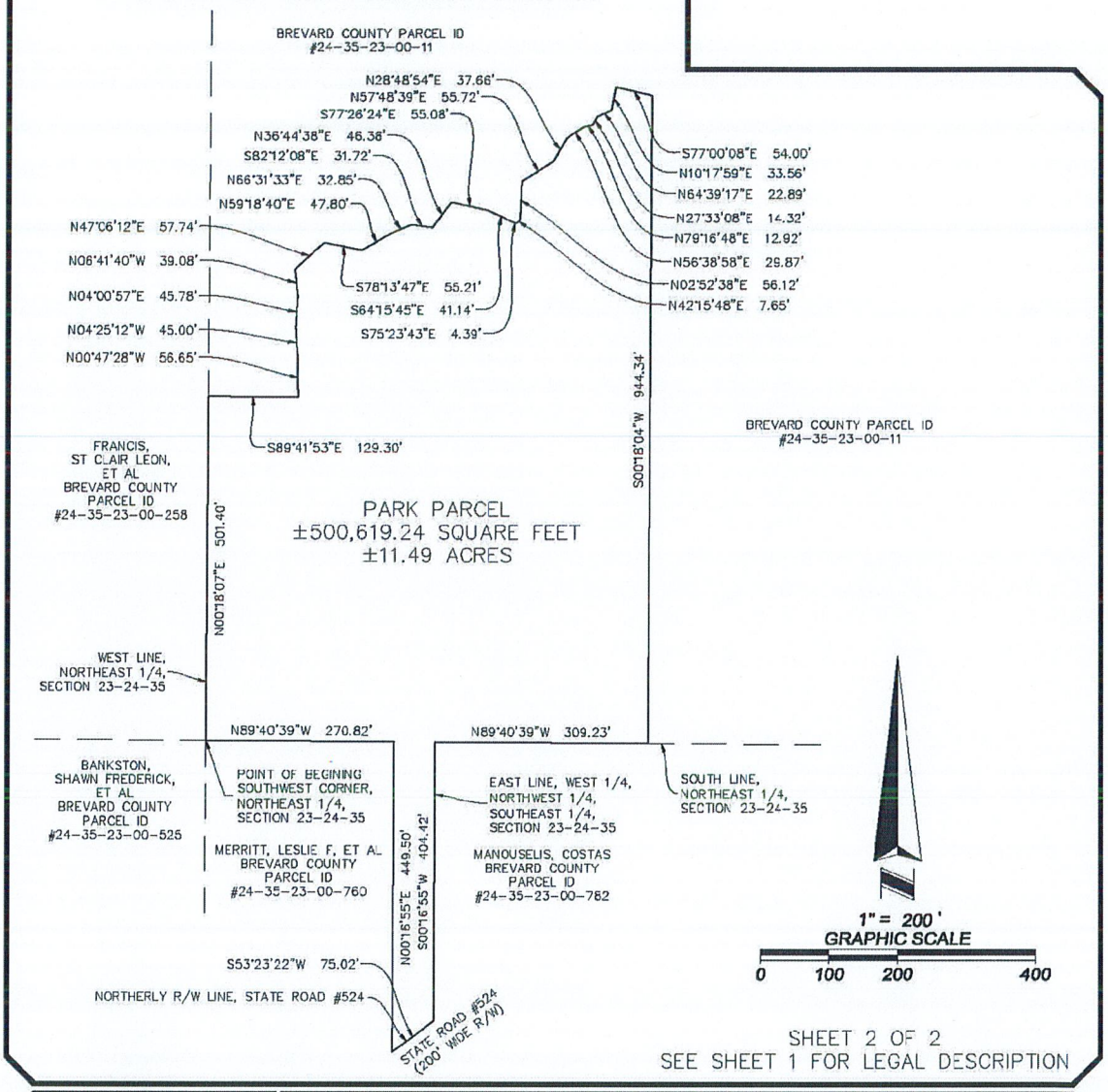
FOR THE LICENSED BUSINESS #6723 BY:

Digitally signed by: James A Shabluk
DN: CN = James A Shabluk C = US O = Florida
Date: 2023.01.27 13:48:01 -05'00'

JAMES A. SHABLUK, P.S.M. #7027

Drawing name: U:\Data\SUE Projects\Brevard County\20220118 Highway 524 Boundary\ACI CAD Files\SUE\20220118-6 SUE BASE Sheet 1 (8.5x11)

SKETCH OF DESCRIPTION



SHEET 2 OF 2
SEE SHEET 1 FOR LEGAL DESCRIPTION

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16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 FAX (407) 654-5356

SYMBOL AND ABBREVIATION LEGEND:

N	NORTH
E	EAST
S	SOUTH
W	WEST
R/W	RIGHT-OF-WAY

JOB NO.	20220118	CALCULATED BY:	N/A
DATE:	01/27/2023	DRAWN BY:	JAR
SCALE:	1" =200'	CHECKED BY:	JAS

FOR THE LICENSED BUSINESS #6723 BY:

Digitally signed by: James A Shabluk
DN: CN = James A Shabluk C = US O = Florida
Date: 2023.01.27 13:49:05 -05'00'

JAMES A. SHABLUK, P.S.M. #7027

Drawing name: U:\Data\SUE Projects\Brevard County\20220118 Highway 524 Boundary\ACI CAD Files\SUE\20220118-6 SUE BASE Sheet 2 (8.5x11)

JOINDER AND SUBORDINATION

For and in consideration of the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **International Bank of Commerce**, with its banking house located in Houston, Harris County, Texas, as holder of that certain Mortgage, Security Agreement and Assignment of Rents (hereinafter referred to as the "Mortgage") which is recorded in CFN 2024118984, Official Records Book 10084, Page 1724 of the Public Records of Brevard County, Florida, and that certain Assignment of Leases (hereinafter referred to as the "Lease Assignment") which is recorded in CFN 2024118985, Official Records Book 10084, Page 1740 of the Public Records of Brevard County, Florida, and that certain Assignment of Contracts (hereinafter referred to as the "Contracts Assignment") which is recorded in CFN 2024118986, Official Records Book 10084, Page 1746 of the Public Records of Brevard County, Florida hereby joins in and consents to the foregoing Development Agreement and Restrictive Covenant by and between the City of Cocoa, a Florida municipal corporation, and Allegra at Cocoa, LLC, a Delaware limited liability company, and further acknowledges and agrees that its Mortgage, Lease Assignment and Contracts Assignment shall be subordinated to such Development Agreement and Restrictive Covenant and the obligations contained therein.

Dated this 20 day of Sept, 2024.

Signed and sealed in the presence of:

International Bank of Commerce

By: _____
Name: Samuel Jones
Title :First Vice President

Nicole Blanchette
Print Name: Nicole Blanchette

5615 Kirby Dr. Houston, TX 77005
Address of Witness

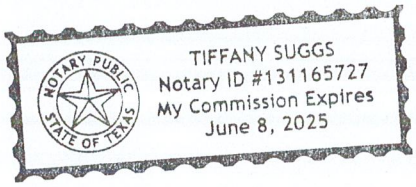
Natalie M. Fox
Print Name: Natalie M. Fox

5615 Kirby Dr. Houston, TX 77005
Address of Witness

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 20th day of September, 2024, by Samuel Jones, the First

Vice President of International Bank of Commerce, on behalf of the company, who [✓] is personally known or [_] has produced a driver's license as identification..
(NOTARY SEAL)



(Notary Public Signature)

Tiffany Suggs
(Print Name)

Notary Public, State of Texas
Commission No.: 131165727
My Commission Expires: 6-8-25

Legislation Details (With Text)

File #:	24-591	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	10/3/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	
Title:	Approve the contract revisions for the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2023 through September 30, 2026, modifying Article 15 Wages to provide annual wage increases for Fiscal Year 2025. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	PBA, Union				
Code sections:					
Attachments:	PBA Lieutenants Contract FY24-26 with FY25 Wages (FINAL).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2024
Agenda Date: October 8, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve the contract revisions for the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2023 through September 30, 2026, modifying Article 15 Wages to provide annual wage increases for Fiscal Year 2025.

BACKGROUND:

On February 13, 2024, City Council approved a three-year collective bargaining agreement (CBA) effective October 1, 2023 through September 30, 2026 for the Coastal Florida Police Benevolent Association (PBA) Lieutenants. As part of the CBA, for Fiscal Years 2025 and 2026, wage increases are established through the negotiations process.

The negotiation team for the City included: City Manager Stockton Whitten, Administrative Services Director Tammy Gemmati (served as Chief Negotiator), Finance Director Rebecca Bowman, and Police Chief Evander Collier.

A tentative agreement on wages was reached on October 2, 2024. The union held a ratification vote for October 3 to ratify the wage increases.

- Article 17 - Wages:

- Effective the first payroll period of Fiscal Year 2025, bargaining unit members will receive a salary increase of seven percent (7%).

For Fiscal Year 2026, the wage article will be reopened to negotiate wage increases.

An additional pay incentive was added for employees who are bilingual in Spanish.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted Yes

The budgetary impact for Wages may need to be reevaluated during Fiscal Year 2025 for use of contingency. Budgetary impact for Fiscal Years 2026 will be in the proposed budget for the respective year.

PREVIOUS ACTION:

At a Regular City Council Meeting on February 13, 2024, Council approved a three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) Lieutenants for the contract term of October 1, 2023 through September 30, 2026.

RECOMMENDED MOTION:

Approve the contract revisions for the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2023 through September 30, 2026, modifying Article 15 Wages to provide annual wage increases for Fiscal Year 2025.

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AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(PBA)

LIEUTENANT UNIT

Fiscal Years 2024, 2025, and 2026

Table of Contents

PREAMBLE....1
ARTICLE 1 - RECOGNITION....2
ARTICLE 2 - DUES DEDUCTION....3
ARTICLE 3 - NON-DISCRIMINATION....5
ARTICLE 4 - MANAGEMENT RIGHTS....6
ARTICLE 5 - STRIKES AND LOCKOUTS....9
ARTICLE 6 - PBA BUSINESS....10
ARTICLE 7 - STAFFING AND ASSIGNMENTS....12
ARTICLE 8 - SENIORITY....13
ARTICLE 9 - PREVAILING RIGHTS....14
ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES....15
ARTICLE 11 - EMPLOYEE LEAVE AND BENEFITS....21
ARTICLE 12 - LEGAL DEFENSE AND INDEMNIFICATION....25
ARTICLE 13 - PROBATIONARY PERIOD....26
ARTICLE 14 - HOURS OF WORK....27
ARTICLE 15 - UNIFORMS....28
ARTICLE 16 - INSURANCE....29
ARTICLE 17 - WAGES....30
ARTICLE 18 - RULES AND REGULATIONS....32
ARTICLE 19 - PHYSICAL EXAMINATIONS....34
ARTICLE 20 - ASSIGNMENT DURING DISABILITY....35
ARTICLE 21 - DRUG TESTING....36
ARTICLE 22 - PENSION....37
ARTICLE 23 – ON-THE-JOB INJURY....38
ARTICLE 24 - DURATION....42
SIGNATURE PAGE....43

PREAMBLE

This Agreement is entered into by and between the City of Cocoa, Florida, hereafter referred to as the “City” and the Coastal Florida Police Benevolent Association, hereafter referred to as the “Association” or the “PBA.”

ARTICLE 1 - RECOGNITION

The City hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment as provided in Section 447.309 (1), Florida Statutes for all regular, full-time employees in the bargaining unit as determined by the Public Employees Relations Commission in Certification No. 1864.

ARTICLE 2 - DUES DEDUCTION

Section 1. Any member of the PBA who has submitted a properly executed written dues authorization card or statement to the City may have his/her dues in the PBA deducted from his/her wages. Dues shall be deducted on a weekly basis, unless a bi-weekly payroll is adopted and, shall, thereafter, be transmitted to the PBA or its designated depository. Dues shall be remitted monthly along with a list containing the name, social security number, and the amount deducted, of the bargaining unit members for which remittance is made. The City, however, shall have no responsibility or liability for the improper deduction of any dues. The PBA will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Division, via certified mail, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30) days in advance. Further, the PBA shall hold the City harmless for any errors in the administration of the dues deduction system. Under no circumstances shall the City be required to deduct PBA fines, penalties, or non-uniform special assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City, with a copy to the PBA.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the PBA will be deducted from the employee's last paycheck.

Section 4. No deduction shall be made from the pay of any employee during any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be paid.

Section 5. The PBA agrees to hold and save the City safe and harmless from any and all judgments, suits, actions, orders, etc., which may arise because of the City's actions under the provisions of this Article.

ARTICLE 3 - NON-DISCRIMINATION

Section 1. Neither the Union nor the City shall unlawfully discriminate against any employee on the basis of race, color, religion, age, sex, disability, marital status, political affiliation, national origin, or union membership or non-membership. The use in this Agreement of the designation “he” in referring to an employee shall mean “he” or “she” wherever used.

Section 2. Nothing contained in this Article or elsewhere in this Agreement shall restrict the City from taking any lawful action to implement equal employment opportunity and affirmative action.

Section 3. No bargaining unit member will be discriminated against on the basis of status protected by applicable law (including union or non-union status.) However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is, in addition to existing and adequate procedures established by the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article shall be processed either through the City’s internal procedure or in accordance with state or federal law, and cannot be processed through the contractual grievance procedure.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as specifically restricted by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of the Law Enforcement Service;

B. Exercise control and discretion over the organization and efficiency of operations of the Law Enforcement Service;

C. Decide the scope of the service and set performance standards for service to be offered to the public;

D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons which could arise;

E. Determine the location (including the location and number of stations), methods, means and personnel by which operations are to be conducted;

F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Law Enforcement Service;

G. Transfer, assign, schedule employees in positions within the organizational structure of the City and the Law Enforcement Service;

H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;

I. Formulate, issue, amend or delete policies, procedures, and rules;

J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment;

K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;

L. Lay off and/or relieve employees from duty due to lack of work or lack of funding;

M. Recall employees in accordance with City policies;

N. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and extent and frequency of training;

O. Formulate and/or amend job descriptions;

P. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;

Q. Create, expand, reduce, alter, combine, assign, or cease any job;

R. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

S. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any function, shift, station or piece of equipment;

T. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;

U. Contract and subcontract existing and future work;

V. Maintain the efficiency of the operations of the Department;

W. Exercise any other management rights as set forth in Chapter 447, Florida Statutes and/or as determined by the Public Employees Relations Commission or a Court of competent jurisdiction;

X. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

Section 2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

Section 3. If, in the sole discretion of the City Manager, or in his/her absence the City official so designated by law to act in his absence, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 5 - STRIKES AND LOCKOUTS

Section 1. There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the bargaining unit employees presented by the PBA, and there will be no lockouts by the City for the duration of this Agreement.

Section 2. It is recognized by the parties that the City is responsible for any engagement in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that, in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief, together with such other remedies it may have, either separately or simultaneously. It is agreed that the PBA shall not be responsible for any act alleged to constitute a breach of this section if neither the PBA nor any of its officers instigated, authorized, condoned, sanctioned or ratified such actions, and further that the PBA and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 6 - PBA BUSINESS

Section 1. The City will provide to the PBA at a reasonable cost, any and all copies of documents requested under provisions of Florida Statutes, Chapter 119, entitled "Public Records." The City shall make available on-line to the PBA, the annual budget and the comprehensive annual financial report. The City will allow the PBA to use the existing PBA bulletin board space for PBA business in the Squad Room, Communications Center, Detective Bureau and the Substation. The boards will be used only for the following notices: recreational and social affairs of the PBA meetings, PBA elections, reports of PBA committees, and other official PBA communications. All notices posted on the PBA bulletin boards will contain the signature of the PBA Representative. Bulletin boards shall remain neat, organized and its information current. Notices and announcements shall not contain anything political or controversial, or reflecting negatively upon the City, any of its officials or employees. No material, notices or announcements which violate the provisions of this Section shall be posted. Any violations of this Section shall entitle the City to immediately remove any offending materials.

Section 2. Bargaining unit employees shall be paid by the City only when they perform assigned law enforcement duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize annual leave; provided, however, that they comply with the rules otherwise applicable to such leave.

Section 3. Nothing herein shall prohibit the City, in its sole discretion, from allowing Union Officers and/or Representatives to attend meetings scheduled by the City while they are on duty without the loss of pay or benefits.

ARTICLE 7 - STAFFING AND ASSIGNMENTS

Section 1. The City shall have the exclusive right to determine, and modify as it deems necessary, Department and shift staffing.

Section 2. The City shall have the exclusive right to determine, and modify as it deems necessary, job and shift assignments.

Section 3. Except in unexpected situation(s) or an occurrence(s) that demands immediate attention, the City will notify the bargaining unit employee at least ten (10) working days in advance of any permanent change in an employee's status, e.g., transfer, reassignment, or change in shift, unless otherwise specified in this Agreement. Any bargaining unit employee may voluntarily waive the notice required by this Section. Any such waiver shall be in writing signed by the bargaining unit employee.

ARTICLE 8 - SENIORITY

Section 1. The City and PBA agree that “Rank Seniority” shall consist of continuous accumulated service from the date of hire as, or promotion to, the classification of Police Lieutenant. For “Rank Seniority,” any two (2) or more Police Lieutenants hired or promoted on the same day, the governing factor for Rank Seniority shall be the highest numeric of the last two digits in the employee’s Social Security number. Rank Seniority shall accumulate during periods of vacation, sick leave, military leave, or other authorized periods of paid absence, provided, however, that seniority shall not accumulate during periods of unpaid leaves of absence for greater than thirty (30) calendar days, except for job injury.

Section 2. In the event that the City determines that a reduction in force is necessary, bargaining unit employees shall be laid off in accordance with applicable City policy.

ARTICLE 9 - PREVAILING RIGHTS

Prevailing rights for bargaining unit employees shall be those contained in this Agreement and those established by applicable law which are not inconsistent with this Agreement.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

A. GRIEVANCE:

Section 1. It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application or interpretation of this Agreement. Grievances are limited to claims arising during the effective dates of this Agreement which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No dispute, claim or complaint or other matter not meeting this definition shall be processed by the City.

Section 2. Prior to filing a grievance, the bargaining unit employee may notify his/her supervisor of his/her intent to file a grievance within ten (10) calendar days. This does not modify the other time limits contained in this article.

Section 3. The City agrees that the PBA representative may adjust grievances while on duty. The PBA agrees not to abuse this privilege. The PBA will provide the City with the name of its representative and his or her alternate assigned to adjust grievances.

Section 4. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. If the time limits are not extended and the bargaining unit employee or PBA does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be dismissed. If the City does not render a decision within the time limits specified, the grievance will advance automatically to the next step. Both parties may agree to by-pass or extend any step of the grievance procedure by mutual consent.

Section 5. Grievances shall be processed in accordance with the following procedures:

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the limits provided for the submission of grievances in Step 1, and shall be signed by the aggrieved employees and/or the PBA representative on their behalf if they so desire.

STEP 1: Within ten (10) calendar days of the date the employee or the PBA knew or should have known of the incident or occurrence giving rise to the grievance, the employee must submit the grievance, in writing, to the Police Commander or Police Chief designee. The written grievance shall identify the specific provisions of this Agreement allegedly violated, provide factually specific data in support of the grievance, including management actions that allegedly violated the Agreement, and state the relief requested. The Police Commander shall respond to the grievance in writing within ten (10) calendar days of the receipt of the grievance.

STEP 2: If the grievance has not been satisfactorily resolved in Step 1, the bargaining unit employee, or the PBA representative if the employee so wished his/her assistance, may present such grievance to the Chief of Police or his/her designee. The grievance must be presented to the Chief of Police or his/her designee within ten (10) calendar days from the date the Police Commander's response was due or received, whichever is earlier in Step 1. The Chief of Police or his/her designee shall meet with the bargaining unit employee, and the PBA representative if the employee wishes, within ten (10) calendar days. The Chief or his/her designee shall respond in writing within ten (10) calendar days from the date from the receipt of the grievance.

STEP 3: If the grievance has not been satisfactorily resolved in Step 2, the bargaining unit employee, or the PBA representative if the employee so wishes his/her

assistance, shall present a written appeal to the City Manager within ten (10) calendar days. The City Manager or his designee shall meet with the bargaining unit employee, and the PBA representative if the employee wishes, within ten (10) calendar days of the date the Chief of Police's response was due or received, whichever is earlier, in Step 2. The City Manager or his designee shall respond in writing within ten (10) calendar days from the date of the appeal to the City Manager.

B. ARBITRATION:

Section 1. Any grievance not resolved in the grievance procedure may be referred to arbitration by written notice to the City Manager, attaching a copy of the written grievance, within ten (10) calendar days of the date the response was due in Step 3 from the City Manager or his/her designee. Any grievance not referred to arbitration within ten (10) calendar days shall be considered settled on the basis of the City's last response and shall not be arbitral.

Section 2. The parties agree that they will select an arbitrator in accordance with the selection criteria of the Federal Mediation and Conciliation Service ("FMCS"), the sole function of that body being to assist in the selection of the arbitrator. The FMCS Request for Arbitration Panel form must be submitted by the party requesting arbitration within ten (10) calendar days of the party's demand for arbitration. The request shall be for a list of seven (7) qualified arbitrators from the FMCS. The Union and the City will alternately strike one name at a time from the panel, with the party requesting arbitration striking first, until only one (1) name remains. That person shall be the designated arbitrator. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedure unassisted.

Section 3. The arbitrator shall only have the jurisdiction and authority to hear a grievance as defined in this Article, and which has been properly advanced to arbitration. The arbitrator shall have no authority to expand the definition of a grievance herein, and shall have no authority to expand any of the time limits set forth herein. The arbitrator's decision shall be final and binding on both parties subject to any court review allowable by applicable law.

Section 4. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify or ignore any of the terms of this Agreement.

Section 5. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not covered by this Agreement.

Section 6. The arbitrator shall confine himself or herself exclusively to the question which is presented to the arbitrator, which question must be actual and existing. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the close of the hearing.

Section 7. It is contemplated that the City and the bargaining unit employee, the bargaining unit representative or legal counsel shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his or her decision to the particular matter thus specified. In the event of the failure of the parties to so agree on a statement of issue to be submitted, each party shall submit its own. Under no circumstances shall the issues to be arbitrated be expanded

from the issues specifically set forth in the original grievance filed at Step 1 of the grievance procedure. Each party shall bear the expense of its own witnesses and its own representatives. The expenses of the impartial arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.

Section 8. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other cases. Moreover, no settlement reached between the City and the PBA and/or the City and its employees may be used as precedence or as evidence of disparate treatment in any subsequent case.

Section 9. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedures unassisted. However, the bargaining unit representative shall have a right to inquire of the status of the grievance, have notice of and attend grievance meetings, present the PBA position, if any, and be informed of the resolution of the grievance. The bargaining unit representative's failure to inquire or attend shall not be a basis for the PBA to challenge the handling or resolution of the grievance. When the PBA representative attends a grievance meeting, he or she shall not interfere with the orderly conduct of the meeting.

C. CITY GRIEVANCE PROCESS:

This Article sets forth the exclusive mechanism for resolving grievances as defined by this Article, and bargaining unit employees may not file a grievance under the City's personnel policies over any matter meeting the definition of a grievance under this Article. Bargaining unit employees may file a grievance under the City's Employee Handbook over any matter not meeting the definition of a grievance under this Article, and therefore

excluded from the grievance and arbitration procedures of this Agreement, such as discipline and discharge.

ARTICLE 11 - EMPLOYEE LEAVE AND BENEFITS

Section 1. Except as expressly set forth in this Agreement, bargaining unit employees shall be provided leave, pensions, educational assistance, on-the-job injury, and other benefits in accordance with the City's and Police Department's applicable policies and any amendments thereto.

Section 2. In recognition of additional time they may work when on standby as exempt employees, lieutenants shall have the ability to flex their hours in accordance with City policy.

Section 3. Bargaining unit employees shall not be entitled to the general employee cafeteria benefit.

Section 4. Bargaining unit employees shall receive a shoe allowance for the purchase of approved uniform shoes. The cost of the allowance shall not exceed $125 per fiscal year.

Section 5. Vacation Leave

A. Bargaining unit employees shall accrue vacation based on their years of service in accordance with the following accrual schedule:

Years of Service	Number of Hours (monthly accrual)
0-3 (0-36 months)	80 (6.67 hours)
4-9 (37-108 months)	120 (10 hours)
10-14 (109-168 months)	144 (12 hours)
15-19 (169-228 months)	176 (14.67 hours)
20 and above (229 months and higher)	200 (16.67 hours)

B. Not more than two hundred eighty (280) hours or two (2) years of vacation accruals will be carried over to the next calendar year, whichever is greater. Employees should take the amount of vacation they earn annually. Upon resignation or termination, employees will not be paid out for more than two years of vacation accruals. In the event a bargaining unit employee's death occurs during the term of this Agreement, his or her accrued vacation, if any, shall be paid to the employee's beneficiary or estate in the payout rate defined for a resignation.

C. This vacation leave benefit will be applied retroactively to October 1, 2022.

Section 6. Upon resignation or dismissal, bargaining unit employees with more than sixty months of service will be eligible for sick leave payment upon resignation equal to twenty-five percent of that accrued. Failure of a bargaining unit employee to give proper notice of 14 (fourteen) days with his or her resignation will result in the forfeiture of his or her accumulated sick leave. Upon receiving an actual normal pension benefit (not early retirement) or death, sick leave payment will be equal to one hundred percent (100%) of that accrued up to a maximum payment of seven hundred twenty (720) hours.

Section 7. Holiday Benefits

A. The following are recognized as holidays by the PBA Lieutenants:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

B. Holidays will be paid at the bargaining unit employee's hourly rate of pay in a lump sum payment for a maximum of one hundred (100) hours. The payment will be processed in the September timeframe in a separate payroll check. Employees who are working light duty or worker's compensation shall not receive lump sum holiday but rather have the day off. Holiday pay shall be prorated for newly hired/promoted employees for holidays earned as a Lieutenant. Bargaining unit employees who terminate will be paid for all holidays at the rate which it is accrued per day up to their termination date.

Section 8. Education Assistance

A. The City offers Education Assistance benefits for Master's degree program approved by the City from a nationally accredited institution.

B. The bargaining unit employee must take the course for a grade, i.e., no course can be taken "pass/fail," unless it is related to obtaining an approved academic degree.

C. In order to obtain financial reimbursement for tuition, the bargaining unit employee must have (a) received prior approval by the City to pursue an academic degree, and (b) successfully complete the course with a grade of “C” or better. In no case will tuition reimbursement exceed two (2) courses per academic period.

D. Tuition reimbursement shall be limited to a maximum rate per unit member up to $2,500 annually for Master’s Degree programs. Reimbursement is dependent upon sufficient funds being budgeted by the City for such purposes.

E. Employees are eligible to receive reimbursement only for courses that are not reimbursed by other agencies (i.e. Veteran’s Admin.,) or scholarships/grants (i.e. Professional organizations or CFPBA).

ARTICLE 12 - LEGAL DEFENSE AND INDEMNIFICATION

The City shall provide bargaining unit employees legal defense and indemnification as allowed by applicable law.

ARTICLE 13 - PROBATIONARY PERIOD

Section 1. The probationary period for bargaining unit employees will be for six (6) months. Probationary periods may be extended up to three (3) additional months (for a total of 9 months) at the discretion of the Chief of Police.

Section 2. Bargaining unit employees who do not satisfactorily complete their new-hire probationary period will be separated from employment without the right to a due process hearing. A bargaining unit employee promoted from the PBA rank-and-file bargaining unit as a Police Sergeant that does not satisfactorily complete their promotional probationary period shall be returned to the position of Police Officer in the PBA rank-and-file bargaining unit if such position is vacant.

Section 3. In the event a bargaining unit employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

ARTICLE 14 - HOURS OF WORK

Section 1. Bargaining unit employees are primarily responsible for performing non-manual work directly related to management policies or the general operations of the Department, or are primarily responsible for managing a unit within the Department, including the supervision of two or more employees. Bargaining unit employees also regularly exercise discretion and independent judgment in performing their job duties. Moreover, bargaining unit employees are paid on a salary basis, and that nothing in this Agreement is intended to convert the bargaining unit employees to hourly employees. It is therefore understood and agreed that bargaining unit employees are exempt from the overtime requirements of the Fair Labor Standards Act.

Section 2. Bargaining unit employees will normally be assigned to work 8, 10, or 12-hour shifts. Bargaining unit employees may be required to work additional hours as deemed necessary by management.

ARTICLE 15 - UNIFORMS

Section 1. Articles of uniform for bargaining unit employees covered by this Agreement will be provided adequate uniforms and equipment to do their job. All issued equipment and uniforms will be worn in compliance with Standard Operating Procedures as set forth by the Chief of Police.

Section 2. The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred dollars ($100.00), and prescription eye wear not to exceed two hundred dollars ($200.00), if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered.

Section 3. The City will replace articles that are turned in that have become torn, worn, or unserviceable due to normal wear and tear or broken or destroyed through no fault of the bargaining unit employee. Any bargaining unit employee who damages, destroys, or loses any furnished equipment due to negligence will replace the article.

ARTICLE 16 - INSURANCE

The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the PBA with notice of any proposed changes and an opportunity to meet and confer, upon the PBA's request, over said changes. One member from the bargaining unit will be included as a representative of the City's Insurance Task Force Committee and have input into any changes that are being recommended.

ARTICLE 17 - WAGES

Section 1. Effective the first payroll period of Fiscal Year 2024, bargaining unit members employed prior to that time, will receive a 5% wage increase, with the exception of the current lowest paid Lieutenant receiving a 10.22% wage increase. Effective the first payroll period of Fiscal Year 2025, members employed prior to that time, will receive a 7% wage increase. For the 3rd year of this Agreement (Fiscal Year 2026), wage increases, if any, will be established through the negotiations process. The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	Grade	Minimum Annual	Maximum Annual
Police Lieutenant	PL1	$88,192.00	$129,916.80

Section 2. No increases will be given upon the expiration of this contract until another contract has been ratified or imposed.

Section 3. Under no circumstances will employees be eligible to receive a wage increase above the maximum of the pay grade. Once the maximum has been reached, the employee will receive a lump sum equivalent to the percent value of the increase. There could be instances where the amount is split between a rate increase and a lump sum payment when the employee reaches the maximum pay grade.

Section 4. An internal employee promoted to the rank of Lieutenant shall be brought to the minimum of the pay range or receive a salary increase equivalent to five percent (5%) above their existing wage, to include any assignment pay, whichever is greater.

Section 5. Bargaining unit employees assigned to the night shift shall receive a shift differential premium of $100.00 bi-weekly for the night shift assignments.

Section 6. Bargaining unit employees required to translate and speak Spanish fluently in essential position duties on a regular basis shall receive $.25 per hour for hours worked. A proficiency test will be administered by a third-party to determine fluent proficiency.

ARTICLE 18 - RULES AND REGULATIONS

Section 1. The City shall make available electronically to all police department personnel the Departmental policies and procedures, City Employee Handbook, and/or City policies, Safety Manual, Workers' Compensation Managed Care Arrangement, and any future amendments thereto. Copies shall also be provided to the PBA.

Section 2. Except as modified by a specific provision of this Agreement, bargaining unit employees shall comply with all rules, regulations, policies, procedures, and practices of the City and the Police Department, including the Employee Handbook, the Safety Manual and the Managed Care Arrangement, and any amendments thereto. This Agreement shall prevail in any conflict. "Conflict" as used herein defines a condition created when the enforcement of one provision requires the violation of another provision. A simple overlapping of provisions does not necessarily create a conflict between the provisions.

Section 3. Should the City and/or the Department exercise its right to formulate, amend, revise, delete and/or implement any and rules, regulations, policies, procedures and practices, the City or the Department shall provide a copy of a new or amended rule, regulation policy, procedure, or practice to the PBA at least ten (10) days prior to the implementation. The PBA shall be provided an opportunity, upon its request, to meet and confer with the Chief of Police regarding the City's proposed action prior to the effective date of such action.

Section 4. The City shall furnish an electronic copy of this Agreement to all bargaining unit employees who are covered by said Agreement, at no cost to the employee or the PBA within thirty (30) days after said agreement is ratified by all parties. In addition, all newly hired employees who are covered by this Agreement shall be

furnished an electronic copy of said agreement, at no cost to the newly hired employee or the PBA within thirty (30) days of their employment.

ARTICLE 19 - PHYSICAL EXAMINATIONS

Section 1. The PBA and the City agree that bargaining unit employees should be physically fit in order to properly perform their daily duties. Providing that sufficient budget funds are available, the City is willing to adopt standards for fitness, including but not limited to, a program for physical examinations, physical condition standards for individual members. Prior to the implementation of any such program, the Association shall be provided the opportunity to review and discuss the contents of such plan.

Section 2. The City may send a bargaining unit employee to a City-paid fitness-for-duty medical or psychological examination (the scope of said examination shall be determined by the health care practitioner) conducted by a City-selected health care practitioner where it is deemed by management to be in the employee's or the City's best interest. If the bargaining unit employee or the PBA disagree with the health care practitioner's assessment, the employee will be given the opportunity to seek a second opinion. The employee shall bear the cost of the second opinion, which may be paid through the employee's health insurance, if applicable. If the City believes that there is a conflict between the first and second opinion, the City may send the employee for a third, binding opinion, the selection of this doctor will be mutually agreed upon by both the City and the Union, at the City's cost.

ARTICLE 20 - ASSIGNMENT DURING DISABILITY

Section 1. The Department shall have the right to assign any employee covered hereunder to a less-strenuous assignment, including to a lower classification, if available, due to temporary health or disability conditions. Under no circumstances shall there be any right or entitlement to such an assignment. If an employee receives a less-strenuous assignment due to a temporary health or disability condition, he/she shall receive his/her normal compensation and fringe benefits; provided competent medical authority has determined that the employee is medically and/or psychologically fit to continue in his/her police officer classification. No position, job, or assignment shall be "created" to accommodate a temporary health or disability problem. All assignments to less-strenuous positions shall involve the performance of productive work necessary for efficient and economical operation of the Department and/or the City.

Section 2. The Police Chief shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. The employee may be assigned to another department, and/or change of shift assignment (without notice). Light duty assignments shall not exceed sixty (60) days in a twelve (12) month period. In the event there is limited light duty work available, preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Police Chief and City Manager in writing.

ARTICLE 21 - DRUG TESTING

Section 1. The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.

B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

C. Provide for confidentiality of testing results.

ARTICLE 22 - PENSION

Section 1. Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Police Officers' Retirement Plan (the "Plan").

Section 2. The City and Union agree to maintain the status quo with regard to current retirement benefits and employee contributions, and the use of Chapter 185 premium tax revenues; provided, this article may be opened and renegotiated in conjunction with the PBA Rank and File Contract.

Section 3. If the City's annual required contribution (ARC) increases ten percent (10%) or greater from the amounts represented in the October 1, 2014 Actuarial Valuation Report for the Police Officers' Retirement Plan, or the unfunded actuarial accrued liability (UAAL) increases to an amount of $3 million dollars, this Article will be automatically be reopened for negotiations. [City's annual required contribution for FY 2015-16 = $943,228]. For purpose of this section, any additional unfunded actuarial accrued liability will continue to be amortized as level payments over a period of twenty (20) years.

ARTICLE 23 – ON-THE-JOB INJURY

Section 1. The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

Section 2. All cases of accident or injury occurring on the job shall be reported immediately to supervision in accordance with statutory provisions and the provisions of the City of Cocoa Safety Manual.

Section 3. Bargaining unit employees who sustain a compensable on-the-job injury and who are determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law. For job-related injuries that take place during law enforcement duties, the City will supplement the workers' compensation wage benefit up to 100 percent (100%) of the bargaining unit employees' regular weekly gross wages during the first three (3) months from the date of the compensable on-the-job injury. For job-related injuries that do not take place during law enforcement duties, such injury leave shall be in lieu of Workers' Compensation wage replacement benefits and shall not exceed a total combined benefit of up to two (2) months from the date of the initial compensable injury or the date the employee is released to modified duty by the City Managed Care Network authorized treating physician, whichever date is earlier. Such regular weekly pay shall be adjusted in accordance with any wage increases as provided in the Collective Bargaining Agreement.

Section 4. After the City's supplemental period has ended, bargaining unit employees shall receive the statutory 66 2/3% workers' compensation wage replacement benefits unless the employee has been released to modified or full duty by the City

Managed Care Network authorized treating physician. The City Manager may, at his/her discretion, extend the period of time that the City will supplement the workers' compensation wage benefit: the City Manager's decision in this regard shall not be grievable. Bargaining unit employees may supplement wage replacement benefits with accumulated sick leave, compensatory time and vacation leave provided that the combined income from their City leave benefits and the workers' compensation wage benefits does not exceed 100% of their regular weekly gross wages.

Section 5. Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

Section 6. Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

Section 7. In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his/her own department or any department of the City, with no reduction in pay, based on medical verification of ability to perform the modified duty. The employee's salary while on modified duty will be paid by his/her department even if he/she is temporarily assigned to another department for the purpose of modified duty. At the Police Chief or designee's discretion, the bargaining unit employee's work schedule may be temporarily assigned to a different work schedule for modified duty assignment with no loss in pay, not to exceed thirty days. However, the modified duty may be extended upon mutual agreement between the parties.

Section 8. An employee who is working on authorized modified duty and who has not exhausted their paid injury leave, will receive regular pay for partial or full day

absences to attend medical appointments related to the on-the-job injury provided the employee has arranged to be excused from work in advance by supervision and has submitted verification of attendance at the medical appointment. Otherwise, the employee will not be paid regular pay but may file for workers' compensation wage replacement benefits, if eligible, or may request to be paid sick leave, if available.

Section 9. An employee who is working on authorized modified duty, and who has exhausted their paid injury leave, will receive regular pay (i.e., no leave benefits will be charged) for the absence of less than one (1) workday for medical appointments related to the on-the-job injury provided the employee has submitted documentation of the necessity for the appointment, has arranged to be excused from work in advance by supervision, and provided the employee is at work prior to and/or after the appointment.

Section 10. In the event that a bargaining unit employee, who has exhausted their injury leave, is absent for an entire workday for a medical appointment, the employee will not be paid regular pay, but may file for wage loss benefits, if eligible, or may request to be paid sick leave, if available.

Section 11. Keeping within federally protected guidelines, employees who are on total or partial disability due to a work-related injury, shall report their ability to return to work progress weekly through a telephonic discussion with the Police Chief or his/her designee.

Section 12. Any employee who is injured on the job and is unable to return to work within six (6) months from the time they were properly diagnosed, treated, and followed doctor's recommendations shall be medically terminated from the City. Treatment is defined as the prescribed procedure, such as surgery, to reach maximum medical improvement. The six (6) month time period may be extended, if warranted (ie.

The employee will be able to return to full duty within eight (8) weeks, for example) by the City Manager. After medical termination, the employee may apply for his/her position when deemed eligible to return to work full duty and meets the qualifications of the job.

ARTICLE 24 - DURATION

Section 1. This entire Agreement shall become effective upon ratification by the Union and the City Council, except where otherwise specified herein, and remain in effect up to and including September 30, 2026. For Fiscal Years 2025 and 2026, the parties agree to re-open Article 15 Wages. It is specifically agreed between the parties that no wage increase shall be made after September 30, 2026 unless agreed to by the parties.

Section 2. If either the City or the PBA desires to modify, amend, or terminate this Agreement at its normal expiration date, other than as specified in Article 15 Wages and Article 22 Pension, official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

Section 3. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the PBA shall commence negotiations.

SIGNATURE PAGE

CITY OF COCOA, FLORIDA	COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
_____	_____
Stockton Whitten, City Manager	JJ Woolsey, Staff Representative

_____
Michael Blake, Mayor

Attest:

_____

Monica Arsenault
City Clerk

Ratified by the City Council October 8, 2024

Legislation Details (With Text)

File #:	24-548	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/11/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	

Title: Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of $250,000 for FY 2025. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of $250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
DOCUSIGNED 3rd RENEWAL - CCI - EXP 2-21-2025.pdf
Cocoa FY 2025 Proposal.pdf
RFSQ-CD-20-31 Project Manual with forms and sample contract (1).pdf
Connect - MSA Professional Hydrogeological Services.pdf
UT-DYAL-21-PGB-Connect-001-00.pdf
Permission to piggyback.pdf
Labor Rate Schedule - EXHIBIT C RFSQ-CD-20-31.pdf
CCI COI Exp. 09.28.2025.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2024
Agenda Date: October 8, 2024
Prepared By: James Mitchell, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of $250,000 for FY 2025. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of $250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract

BACKGROUND:

On February 21, 2024, Connect Consulting, Inc. and the City of Palm Coast, Florida, executed the 3rd

(Final) Renewal of RFSQ-CD-20-31, Professional Hydrogeological Services effective February 21, 2024 through February 21, 2025.

The City of Cocoa supplies water to customers in their service area from both ground and surface water sources. The surface water source consists of the Taylor Creek reservoir. The ground water sources consist of the Intermediate and Upper Floridian Aquifers (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today. In summary, the wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate Aquifer
2. Moderate yield, open hole wells completed into the UFA
3. High yield, open hole wells completed into the UFA
4. Aquifer storage and Recover (ASR) wells

The City of Cocoa wells are permitted under the City's Consumptive Use Permit (CUP) No. 50245 issued by the St. Johns River Water Management District (SJRWMD) in December 2022. As with all wells and wellfields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping costs, power and remote operation issues, periodic evaluation and rehabilitation/repair or replacement of existing wells is cost effective in extending a well's life cycle.

The scope of work included in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on wells; modification and /or rehabilitation of wells; pump repair/replacement; and other well-specific tasks identified by City Staff during the fiscal year as needed. The primary and typical services that we propose to conduct include the following:

- Evaluation of Public Water Supply Wells
- Well Pump Evaluation, Repair, and Replacement
- Well Modification and/or Rehabilitation
- Removal of Well Pumps and Debris
- Instrumentation Installation
- Discharge Piping and Wellhead Upgraded
- USGS Monitoring Well C Initial Abandonment

These services are budgeted at $250,000 annually and are included in the Adopted Budget each year.

City staff recommends approval of this multi-year piggyback contract with Connect Consulting, Inc. (CCI), for hydrogeological services to conduct wellfield evaluations and to rehabilitate, repair, or replace wells as needed in order to maintain, restore, and enhance the reliability of wellfield production in an amount not to exceed $250,000 per year of the contract. This is the 3rd (final) Annual Renewal with Connect Consulting, Inc. Staff is also requesting authorization for the City Manager to approve all task orders under this contract.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$250,000.00
Account Number	424-4020-536.63-00, WS1106
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

From 2011 through FY2020, City Council has approved the use of the City of Palm Coast Services Contract for Professional Hydrogeological Services with Connect Consulting, Inc.

On October 27th, 2020 Agenda 20-613 City Council approved the use of the City of Palm Coast Services Contract for Professional Hydrogeological Services with Connect Consulting, Inc.

RECOMMENDED MOTION:

Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of $250,000 for FY 2025. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of $250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract

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CONTRACT EXECUTIVE OVERVIEW
(Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,

Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES

Bid/Reference # RFSQ-CD-20-31

Contract Type: Master Services Agreement - Professional Services

Amendment/Renewal: 3rd (Final) Annual Renewal

Original Contract Date: 2/21/22 **New End Date:** 2/21/2025

Resolution # 2020-28 **City Council Approval Date:** 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit ~~compliance monitoring and any other related assignments that the City requests. Also~~ included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or ~~repair and test new and existing wells and associated well head appurtenances and pumps.~~

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... **Date:** Jan 10, 2024 | 5:50 AM PST

City Finance DocuSigned by: Helena Alves 4F2A3892B67B492... **Date:** Jan 10, 2024 | 1:13 PM EST

City Attorney DocuSigned by: Amelia Ulmer 9A3B3D286F8743E... **Date:** Jan 9, 2024 | 3:52 PM EST

City Manager DocuSigned by: Denise Bevan B8F859DE5A4147C... **Date:** Jan 10, 2024 | 2:20 PM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com

DocuSign Envelope ID: C61D0EEA-EFAF-4D36-ABD8-579CDBF8AC83

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
261 N. LAKEVIEW DRIVE
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement
Contract Name

February 21, 2020
Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31
Project name and #

Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2024. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2025. This is the final renewal. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,
Casey Luedke
Contracts Coordinator
cluedke@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: DocuSigned by: Denise Bevan B8F859DE5A4147C...

Print: Denise Bevan

Title: City Manager

Date: Jan 10, 2024 | 2:20 PM EST

CONNECT CONSULTING, INC.

By: DocuSigned by: David S. Robertson 753D2AFFB2F1462... (Authorized Signatory)

Print Name: David S. Robertson

Title: President

Date: Jan 9, 2024 | 3:48 PM EST

DocuSign Envelope ID: C61D0EEA-EFAF-4D36-ABD8-579CDBF8AC83

CONTRACT EXECUTIVE OVERVIEW
(Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,

Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES

Bid/Reference # RFSQ-CD-20-31

Contract Type: Master Services Agreement - Professional Services

Amendment/Renewal: 2nd Annual Renewal

Original Contract Date: 2/21/2020 **New End Date:** 2/21/2024

Resolution # 2020-28 **City Council Approval Date:** 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit ~~compliance monitoring and any other related assignments that the City requests. Also~~ included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or ~~repair and test new and existing wells and associated well head appurtenances and pumps.~~

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... **Date:** Jan 10, 2023 | 5:30 AM PST

City Finance DocuSigned by: Helena Alves 4F2A3892B67B492... **Date:** Jan 9, 2023 | 3:55 PM EST

City Attorney DocuSigned by: Mysa Borkert E1D83E71806D418... **Date:** Jan 9, 2023 | 12:09 PM EST

City Manager DocuSigned by: Denise Bevan B8F859DE5A4147C... **Date:** Jan 10, 2023 | 9:18 AM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com

DocuSign Envelope ID: C61D0EEA-EFAF-4D36-ABD8-579CDBF8AC83

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
261 N. LAKEVIEW DRIVE
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement
Contract Name

February 21, 2020
Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31
Project name and #

Dear Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2023. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2024. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,
Casey Luedke
Contracts Coordinator
cluedke@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST
By: DocuSigned by: Denise Bevan B8F859DE5A4147C...
Print: Denise Bevan
Title: City Manager
Date: Jan 10, 2023 | 9:18 AM EST

CONNECT CONSULTING, INC.
By: DocuSigned by: David S. Robertson 753D... (Authorized Signatory)
Print Name: David S. Robertson
Title: President
Date: Jan 9, 2023 | 11:48 AM EST

DocuSign Envelope ID: C61D0EEA-EFAF-4D36-ABD8-579CDBF8AC83

CONTRACT EXECUTIVE OVERVIEW
(Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,

Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES

Bid/Reference # RFSQ-CD-20-31

Contract Type: Master Services Agreement - Professional Services

Amendment/Renewal: 1st Annual Renewal

Original Contract Date: 2/21/22 **New End Date:** 2/21/2023

Resolution # 2020-28 **City Council Approval Date:** 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... **Date:** Jan 3, 2022 | 4:48 AM PST

City Finance DocuSigned by: Helena Alves 4F2A3892B67B492... **Date:** Jan 3, 2022 | 3:50 AM EST

City Attorney DocuSigned by: William Reischmann 4C1B97CCC19C46D... **Date:** Dec 30, 2021 | 10:38 AM EST

Denise Bevan

Interim City Manager DocuSigned by: Denise Bevan B8F859DE5A4147C... **Date:** Jan 3, 2022 | 8:30 AM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com

DocuSign Envelope ID: C61D0EEA-EFAF-4D36-ABD8-579CDBF8AC83

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
1210 EMMEL ROAD
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement
Contract Name

February 21, 2020
Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31
Project name and #

Dear Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2022. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2023. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,
Jesse K. Scott
Procurement Coordinator
jkscott@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: DocuSigned by: Denise Bevan B8F859DE5A4147C...

Print: Denise Bevan

Title: Interim City Manager

Date: Jan 3, 2022 | 8:30 AM EST

CONNECT CONSULTING, INC.

By: DocuSigned by: David S. Robertson 753D2A... (Authorized Signatory)

Print Name: David S. Robertson

Title: President

Date: Dec 30, 2021 | 7:50 AM EST

DocuSign Envelope ID: C61D0EEA-EFAF-4D36-ABD8-579CDBF8AC83

CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name CONNECT CONSULTING, INC.,

Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES

Bid/Reference # RFSQ-CD-20-31

Contract Type: Master Services Agreement - Professional Services

Contract Value $ n/a

Resolution # 2020- 28 **City Council Approval Date:** 2/18/2020

Standard Contract Template (Y/N): y

If No, then Reviewed by City Attorney: n/a

Length of Contract: 2 years

Renewable (Y/N): yes

If Yes, # and length of renewals: 3 at one year each

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydrogeological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... **Date:** Feb 20, 2020 | 7:31 AM PST

City Finance DocuSigned by: Helena Alves 4F2A5892B07B492... **Date:** Feb 20, 2020 | 12:49 PM EST

City Attorney DocuSigned by: William E. Reischmann, Jr. 4C1B97CCC19C46D... **Date:** Feb 20, 2020 | 10:01 AM EST

City Manager DocuSigned by: Matthew Morton 28DF7AEB7692454... **Date:** Feb 21, 2020 | 7:17 AM EST

Vendor Name and Email Address: David S. Robertson drobertson@cciwater.com

DocuSign Envelope ID: C61D0EEA-EFAF-4D36-ABD8-579CDBF8AC83

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Vendor,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.

Thank you.

Regards,

Rose Conceicao

Rose Conceicao
Contracts Coordinator

DocuSign Envelope ID: C61D0EEA-EFAF-4D36-ABD8-579CDBF8AC83

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 21st day of February, 2020 ("Effective Date"), between CONNECT CONSULTING, INC., whose primary place of business is 261 N. Lakeview Drive, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-20-31(RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of two (2) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

B. **Sovereign Immunity**. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. **Insurance**. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties

relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

16. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

17. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

18. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	David S. Robertson, P.G.
City of Palm Coast	Connect Consulting, Inc.,
160 Lake Avenue	261 N. Lakeview Drive
Palm Coast, Florida 32164	Lake Helen, Florida 32744

19. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

20. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

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iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

21. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

22. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

23. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Matthew Morton
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Feb 21, 2020 | 7:17 AM EST

CONNECT CONSULTING, INC.,

DocuSigned by:
By: David S. Robertson
4753D2AFFB2F14C2...
(Authorized Corporate Officer)

Print Name: David S. Robertson

Title: President

Date: Feb 18, 2020 | 11:23 AM EST

Exhibits
A - Work Order Template Form
B - Insurance Requirements

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Exhibit A - Work Order Template Form

Work Order # _____ **PO#** _____ **Project Mgr.** _____
name

SUPPLIER NAME: _____

Contract Project Title _____ **Work Order Project Title** _____

Contract Bid # _____ **Work Order Bid #** _____

Contract Resolution # _____ **Work Order Resolution #** _____

TOTAL COST: $_____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION (chose one):** _____ **FIXED FEE/LUMP SUM** _____**UNIT BASED/ NOT TO EXCEED***
3. **PRICING (chose one):** ____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
4. **SCHEDULE (chose one):**_____ **AS NEEDED BASIS** ____ **SHALL BE COMPLETED BY -** ____/____/20____
5. **DESCRIPTION OF SERVICES (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____**No** _____ **Yes If yes, identify:**_____
7. **MISCELLANOUS:**_____
8. **TIME IS OF THE ESSENCE**: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT**. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print Name: _____
Title: _____	Title: Assistant City Manager or Designee
Date: _____	Date: _____

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

DRAFT

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EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

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requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	**CONTACT NAME:** Allison Barga **PHONE (A/C, No, Ext):** 360-626-2007 **FAX (A/C, No):** 360-626-2007 **E-MAIL ADDRESS:** abarga@hallandcompany.com
INSURED 467 Connect Consulting Inc 261 N Lakeview Dr Lake Helen FL 32744	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** Hartford Accident and Indemnity Company — 22357 **INSURER C :** Argonaut Insurance Company — 19801 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1078739387 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			52UECHA1233	9/28/2019	9/28/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52WECPI3885	9/28/2019	9/28/2020	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
C	Professional Liab: Claims Made			121AE000181601	9/28/2019	9/28/2020	$2,000,000 Per Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached.
Project/Job Name: Hydrogeological Services

CERTIFICATE HOLDER

City of Palm Coast, Florida
Attn: Dianne Torino
160 Cypress Point Parkway, Ste. B106
Palm Coast FL 32164-8436

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/11/2020

Department	Stormwater & Engineering	**Amount**	
Item Key		**Account**	

Subject RESOLUTION 2020-XX APPROVING A MASTER SERVICE AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES ON AN AS NEEDED BASIS

Background :
****THIS ITEM WAS SCHEDULED TO BE HEARD AT THE FEBRUARY 11, 2020 WORKSHOP. HOWEVER, THAT MEETING WAS CANCELLED.****

As part of the City Council goals to ensure that all infrastructure is a priority regarding maintenance and performance, City staff advertised a request for statement of qualifications (RFSQ-CD-20-31) for Professional Hydrogeological Services. These services will be used on an as-needed basis to expand our infrastructure for sustainable growth which includes water source development, water supply and monitoring, well design and construction, aquifer performance tests, raw water quality analysis and evaluation, emergency well field power.

The current continuing hydrogeological service contract expires April 2020.

In accordance with the City's Purchasing Policy and Florida Statutes, specifically the Consultants' Competitive Negotiation Act, City staff received a qualification package from (1) one firm, Connect Consulting, Inc., (CCI), of High Springs, FL. Their qualifications were reviewed by a committee consisting of three City staff. The proposal was evaluated based on their project understanding, over 40 years' experience with local utility projects, technical capability, and the project team. After reviewing the qualifications, staff recommended awarding the contract to Connect Consulting, Inc.

The proposed continuing services contract will be for a period of two years with options for three one-year renewals. City staff will present City Council with work orders for consideration as services are needed and in accordance with the City's Purchasing Policy.

Recommended Action :
ADOPT RESOLUTION 2020-XX APPROVING A MASTER SERVICE AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES ON AN AS NEEDED BASIS

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RESOLUTION 2020-_____
PROFESSIONAL HYDROGEOLOGICAL SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE A MASTER SERVICES AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to provide professional hydrogeological services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Connect Consulting Inc., for the above mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the master services agreement with Connect Consulting, Inc., for professional hydrogeological services, as attached hereto and incorporated herein for reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreements as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

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SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of February 2020.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Contract - Connect Consulting, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

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city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: Professional Hydrogeological Services - RFSQ-CD-20-31

Date: 1/31/2020

Appeal Deadline: Appeals must be Filed by 5:00 PM on 2/5/2020

Firm	Points
Connect Consulting, Inc. **Lake Helen, Florida**	93.33

The intent of the City of Palm Coast is to award Professional Hydrogeological Services to Connect Consulting, Inc.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director

For questions regarding the NOIT please contact Procurement Coordinator jkscott@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

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RFSQ-CD-20-31 - Professional Hydrogeological Services

Project Overview

Project Details	
Reference ID	RFSQ-CD-20-31
Project Name	Professional Hydrogeological Services
Project Owner	Jesse Scott
Project Type	RFP
Department	Procurement
Budget	$0.00 - $0.00
Project Description	This Request for Statement of Qualifications is issued for the purpose of acquiring a professional hydro geologist for the City of Palm Coast. The engineering firm will provide hydro geological and construction oversight services and turn-key design/construction services for the City of Palm Coast.
Open Date	Jan 08, 2020 8:00 AM EST
Intent to Bid Due	Jan 29, 2020 5:00 PM EST
Close Date	Jan 30, 2020 2:00 PM EST

Awarded Suppliers	Reason	Score
Connect Consulting, Inc.		**93.33 pts**

Seal status

Requested Information	Unsealed on	Unsealed by
RFSQ Proposal	Jan 30, 2020 2:18 PM EST	Jesse Scott
Required Forms 1 - 4	Jan 30, 2020 2:18 PM EST	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Jan 30, 2020 2:53 PM EST	No
Alex Blake	Jan 30, 2020 2:59 PM EST	No
Jesse Scott	Jan 30, 2020 2:19 PM EST	No
Carmelo Morales	Jan 31, 2020 8:10 AM EST	No

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Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	Completed as requested
Project Understanding and Proposal	25 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer's ability to meet the City's schedule for providing the work, service, outlining the approach that would be undertaken in providing the requested services.
Experience with similar projects, technical capability and qualifications	40 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes.
Project Team	35 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding Provide an organization chart showing a staffing plan, which clearly illustrates the key elements of the

		organizational structure of the entire project team with specific proposed functions for each individual listed. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. Provide detail that identifies anticipated major milestones and their associated phasing as well as the allocation of existing resources.
Total	**100 pts**	

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Scoring Summary

Active Submissions

	Total	Administrative Review	Project Understanding and Proposal	Experience with similar projects, technical capability and qualifications	Project Team
Supplier	**/ 100 pts**	**Pass/Fail**	**/ 25 pts**	**/ 40 pts**	**/ 35 pts**
Connect Consulting, Inc.	93.33 pts	Pass	23.33 pts	37.33 pts	32.67 pts

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RESOLUTION 2020-28
PROFESSIONAL HYDROGEOLOGICAL SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE A MASTER SERVICES AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to provide professional hydrogeological services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Connect Consulting Inc., for the above mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the master services agreement with Connect Consulting, Inc., for professional hydrogeological services, as attached hereto and incorporated herein for reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreements as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

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SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of February 2020.

CITY OF PALM COAST, FLORIDA

MILISSA HOLLAND, MAYOR

ATTEST:

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Contract - Connect Consulting, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

Central Florida Office
1210 Emmel Road
Lake Helen, FL 32744
Office: 386-473-7766
Email: drobertson@cciwater.com

Water Resource Consultants

September 17, 2024

James Mitchell
Water Treatment Manager
Dyal Water Treatment Plant
City of Cocoa Florida
65 Stone Street
Cocoa, FL 32922

Re: Fiscal Year 2025 Wellfield Evaluation and Rehabilitation Proposal

Dear Mr. Mitchell,

Connect Consulting, Inc. (CCI) is pleased to submit our Fiscal Year (FY) 2025 proposal to assist the City of Cocoa (City) with the hydrogeologic evaluations, rehabilitation and repairs, and upgrades of selected Public Water Supply (PWS) wells in the City's wellfield. This project is designed to maintain and restore the yield of existing wells and increase the reliability of the wellfield to meet the current and future water demand. Specific tasks in this proposal have been developed with input and discussions with City staff.

Discussion

The City of Cocoa supplies water to customers in their service area from both ground and surface water sources. The surface water source consists of the Taylor Creek reservoir. The ground water sources consist of the Intermediate and Upper Floridan aquifers (UFA). Ground water is developed from a series of 49 wells, the first of which were constructed in the 1950's and are still in service today. In summary, the wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate aquifer
2. Moderate yield, open hole wells completed into the UFA
3. High yield, open hole wells completed into the UFA
4. Aquifer Storage and Recovery (ASR) wells

The City's wells are permitted under the Consumptive Use Permit (CUP) (No. 50245-10) issued by the St. Johns River Water Management District (SJRWMD) in September 2023. As with all wells and well fields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping costs, power and remote operation issues, periodic evaluation and rehabilitation/repair or replacement of existing wells is cost effective in extending a well's life cycle.

Based on discussions with the City's water utility staff, the City wants to continue to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to maintain, restore, and enhance the reliable, firm wellfield capacity.

Previous Work Completed

A summary of previous work completed by fiscal year is shown below:

2012

- Evaluation and Rehabilitation of T-Wells 2T, 3T, 5T, 6T, 7T, 8T, 9T, 10T, 11T, 12T, 13T, 14T, 15T, and 16T

2013

- Evaluation and Rehabilitation of the seven (7) Martin wells 38 - 43
- Evaluation of wells 14, 15, and 22

2014

- Evaluation of wells 1T, 4T, 7A, 17, and 20
- Conducted rehabilitation on well 1T
- Rehabilitation and modification of well 7A
- Limited rehabilitation of wells 17 and 20
- Replacement of pumps in wells 17 and 20
- Evaluation and pump installation in well 24

2015

- Evaluation of well 18
- Pump repairs and/or replacement on wells 18, 20, 24, and 25
- Rehabilitation of wells 18 and 24
- Remove and re-install the submersible well pumps in 11 of the 14 T-wells currently in service to document the specific pump and motors in each of the wells

2016

- Evaluation of wells 12A and 16
- Pump and piping repairs to wells 2T, 3T, 12T, 12A, 39, and 41
- Conducted a valve replacement program on wells 20, 22, 23, 24, and 25
- Evaluation of ASR wells, R-2, and R-10
- Conducted wellhead and pump service work on ASR wells R-8 and R-9
- Conducted a complete round of water quality sampling and analysis on 46 of 49 wells as part of an overall evaluation of the well field water quality, primarily associated with increasing salinity and chloride levels in the UFA wells

2017

- Evaluation of wells 19 and 21
- Conducted pump repairs and/or replacement on wells 6T, 19, and 21
- Conducted well rehabilitation on well 19
- Furnished pressure transducers for 15 wells
- Continuation of the valve replacement/wellhead upgrade program started in 2016, including work on wells 6T, 14, 17, 19, 22, and 25

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2018

- Evaluation of wells 1, 3, 7T, 21, and ASR well R-1
- Conducted pump repairs and/or replacement on wells 1, 3, 7T, 10T, 12T, 15T, and 21
- Conducted well modification and rehabilitation on well 21
- Performed repairs to USGS monitoring well Cocoa B

2019

- Evaluation of wells 4A1, 23, and 25
- Conducted pump repair/replacement on wells 4A1, 23, 25, and 40
- Completed a well modification and chemical rehabilitation of well 23

2020

- Evaluation of wells 10T, 11T, 13R
- Pump repair/replacement on wells 10T, 11T, 13R, 21, 24, and 40
- Pump motor replacement on wells 14, 16, and 25
- Well modification on well 13R and ASR R-10
- Well rehabilitation on wells 10T, 11T and 13R

2021

- Evaluation of wells 9T, 12B, 16T
- Pump repair/replacement on wells 7T, 16T, 14, 20, and 39
- Pump motor replacement on wells 14 and 22
- Well modification on wells 12B, 20, and ASR R-10
- Well rehabilitation on wells 7T, 16T, and 20
- Well Instrumentation/Repair on ASR wells R-3, R-5, R-6, R-9, CVS-2

2022

- Pump and/or motor repair/replacement – Wells 2, 10, 12B, 17, 18, 23, 38, 42, 9T, 12T, 15T, 16T
- Well evaluations – Wells 2, 12B, 12T, 15T
- Well rehabilitation – Wells 12B, 9T, 12T, 15T, ASR R-10
- Well modification – Well 12B, ASR R-10

2023

- Pump and/or motor repair/replacement – Wells 4A1, 7T, 12B, 18, 21, 22, 23, 43, 44, ASR R-7, R-10
- Well rehabilitation – Well 18 flow testing, disinfection, and soft starter

2024

- Pump and/or motor repair/replacement – Wells 4,8, 19, ASR R-10
- Well evaluations – Wells 4, 8, and 7T
- Well rehabilitation – Well 12B
- Pump & motor retrieval – Well 4

Approach and Scope of Work

The scope of work included in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on wells; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific tasks identified by City staff during the FY as needed. The primary and typical services that we propose to conduct include the following:

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Evaluation of Public Water Supply Wells

CCI has completed hydrogeologic evaluations on 43 out of 48 wells since 2011. CCI proposes to conduct updated evaluations on the screen and gravel pack wells, known as the T-wells, which are completed into the Intermediate aquifer. In addition, evaluations will be conducted on any of the UFA wells on an as-needed basis to provide performance and water quality data that can be used to assess the need for potential well rehabilitation and/or modification. Access to some of these wells requires the removal of the metal roofing assembly. A crane is required to remove the roof and also the well pump. In general, the evaluations will be conducted by setting a test pump and conducting static and pumped geophysical logs/borehole video survey. A specific capacity pumping test with field water quality sampling will be conducted at the same time.

The specific tasks include:

1. Remove and field inspect the pump, motor, and column.
2. Conduct an evaluation of each well, including:

    a. Conduct static geophysical logs, including caliper, electric (long and short normal resistance and self-potential), gamma ray, fluid resistivity, fluid temperature, and fluid velocity.
    b. Conduct dynamic (pumped) geophysical logs, including fluid resistivity, fluid temperature, and fluid velocity.
    c. Conduct static and dynamic borehole video surveys of each well.
    d. Conduct a specific capacity pumping test on each well.

3. Perform pump repairs and/or replacement (as needed and based on level of repair/available budget).
4. Re-install, adjust, flow-test the pump, and disinfect the well.
5. Provide a summary memorandum of the results of the well evaluations and develop proposed recommendations for further work.

Well Pump Evaluation, Repair, and Replacement

CCI will provide as-needed pump and motor service work on wells. This may be in connection with the proposed well evaluations or as standalone tasks. The specific tasks associated with pump evaluation, repair, and/or replacement include:

1. Remove and field inspect the pump, motor, and column.
2. Perform pump repairs and or replacement (as needed and based on level of repair vs. replacement).
3. Re-install, adjust, flow-test the pump, and disinfect the well.
4. Provide a summary memorandum of the results of the well pump work and provide recommendations for further work.

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Well Modification and/or Rehabilitation

Depending on the results of the well evaluations, modification, and/or rehabilitation of a select number of wells have been included in this proposal. The specific wells to be modified and/or rehabilitated include wells evaluated in previous years and/or the wells proposed for evaluation in FY 2023 and 2024, including Well 7T. Well modifications may include, back plugging of wells to address water quality concerns or installation of liner casings to repair or establish proper grout seal on the production casings or temporary liner well screens. Well rehabilitation may include cleaning and redevelopment of well screens, chemical treatment, and other well stimulation techniques.

Removal of Well Pumps and Debris

This task includes providing labor, equipment, and materials that may be required to remove a variety of debris inside the wells. Over the last several years, CCI has found debris in many of the wells that we have worked on since 2011. Debris may include old pumps, old pump components, column pipe, cone strainers, wire, and other miscellaneous debris.

Instrumentation Installation

This task includes furnishing labor and materials to install various well-related monitoring instrumentation, including, but not limited to level (pressure) sensors, pressure transmitters, water quality sensors, and flowmeters. Services will be provided on an as needed basis and based on direction from City staff.

Discharge Piping and Wellhead Upgrades

This task includes furnishing labor and materials to replace and/or modify the discharge piping, bypass piping, check valves, pressure sustaining valves, isolation valves, and air relief valves. Services will be provided on an as needed basis and based on direction from City staff.

Team

CCI will team with qualified and experienced water well contractors and other specialty service providers such as TV survey and geophysical logging contractors, pump evaluation and repair vendors, and chemical suppliers as needed for each task/well as shown in **Table 1**. We have worked with each of these partners in the past and propose the following team:

Table 1 - Teaming Partners

Service Provider	***Service***
Ullrich's Pitcher Pump	Well Rehabilitation/Repairs
Freeman Well Drillers	Well Rehabilitation/Repairs
Advanced Borehole Services	TV Survey/Geophysical Logging
RM Baker	TV Survey/Geophysical Logging

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Service Provider	*Service*
AY McDonald	Pump and Motor Services
Flowserve Grundfos Franklin	Pump and Motor Services Pump and Motor Services Pump and Motor Services
Preferred Pump Hi-Flow Pump and Machine	Pump Services Pump Services
Brenntag Hawkins Group	Chemicals/Additives Chemicals/Additives

Cost

In general, the approaches outlined above apply to each well. However, the general protocol may be modified based on the results of the initial evaluations and/or other data. The geophysical logs/borehole video survey will provide well-specific information which may result in the modification of the approach as needed. We have proposed to conduct this work on a well-specific basis to identify what work is needed (based on the geophysical logs/borehole video survey) at each well before finalizing a well-specific plan. It is our understanding that the City plans to continue utilizing (piggy-back) our current Hydrogeologic Services Contract that we hold with the City of Palm Coast, Florida. This contract, a copy of which has been provided to City staff, is a Task Order-type contract. Our labor rates for professional services contained in the Palm Coast contract are shown in a labor rate table at the end of this proposal.

In addition, CCI and our teaming partners will provide the necessary manpower, equipment, and materials needed to carry out the work efforts proposed for each well. Project-specific billing rates for these services are detailed in the rate tables included with this proposal. Based on our past experience, the projected costs the City can expect for this scope of work are listed in **Table 2**.

Table 2 - Projected Cost Summary for FY 2025 Work

Task	*Description*	*Projected Cost/Well*	*Projected Subtotal Cost*
1	Well Evaluations (7T, Well 14, other wells as needed)	$25,000	$75,000
2	Well Modification/Rehab (7T, other wells TBD)	$TBD	$50,000
3	Pump Repairs/Replacement (9T, 15T, 14, as needed)	$TBD	$75,000
4	Debris Removal (Well 4)	$TBD	$10,000
5	ASR/PWS Well Instrumentation Installation (R-10)	$TBD	$20,000
6	Wellhead Valve & Piping Work (8, other wells as needed)	$TBD	$20,000
		Total	**$250,000**

For budgeting purposes, we have developed engineering estimates for various well rehabilitation tasks that may be used for the wells proposed for evaluation this FY based on the findings from the well evaluations. **Table 3** outlines the estimated costs for these well rehabilitation costs. Actual costs to perform the various services will be developed once a specific approach has been determined for each well.

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Table 3 – Engineering Estimates for Potential Well Rehabilitation Services

Category	*Description*	*Estimated Cost/Well*
1	Well liner installation	$50,000
2	Well acidization	$40,000
3	Back Plugging (Mobilization & Cementing up to 80 LF)	$18,000

We appreciate the opportunity to provide these services to the City of Cocoa.

Please contact me if you have any questions.

Sincerely

Connect Consulting, Inc.
David S. Robertson

David S. Robertson, P.G.
Principal Hydrogeologist

Cc: Rachel Unruh
Thomas Freeman
Gary Eichler
James Andersen

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City of Cocoa FY 2025 Billing Rate Tables

Professional Labor Rates

Category	*Rate ($/hr.)*
Principal Hydrogeologist / Geologist / Engineer	175
Professional Geologist / Engineer	160
Senior Hydrogeologist / Geologist / Engineer	140
Senior Field Geologist / Engineer	130
CADD Operator / Graphics Specialist	130
Field Geologist / Engineer	115
Field Technician / Well Inspector	100
Office / Administrative Support	80

Service Provider Rates

Category	*Rate($)*	*Unit*
Licensed Well Driller	135	Hr.
Drillers Helper	56	Hr.
Geophysical Logging Services	6,500	Event
Borehole Video Survey Services	2,500	Event

Equipment Rates

Equipment	*Rate ($/day)*
Drill Rig (1500)	2,500
Boom Truck	2,000
Pump Hoist	1,500
Generator	1,500
Air Compressor (185 CFM)	1,500
Jetting Rig	1,500
Welding Machine	1,000
Acid Surge Tank(s)	350
Light Tree	600
Support Trucks	600
Test Pump(50-200GPM)	1,000
Test Pump(200-500GPM)	1,500
Test Pump(>500GPM)	2,000

Material Rates

Materials	*Rate ($/item)*
HCL w/ metal inhibitor HCL w/o metal inhibitor Sodium Hypochlorite Calcium Hypochlorite (HTH)	Cost +10%
Other Materials not Listed	Cost +10%

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RFSQ-CD-20-31

PROPOSAL MANUAL

Request for Statement of Qualifications (RFSQ) for ***Professional Hydrogeological Services***

TABLE OF CONTENTS

Table of Contents

Overview ____ 2

About Palm Coast ____ 3

General Requirements ____ 4

RFSQ Process ____ 6

Instructions to Bidders ____ 11

Evaluation of Qualifications and Award ____ 14

Form 1 – Conflict of Interest Statement ____ 16

Form 2 – Debarment Certification ____ 18

Form 3 - Authorization of Signatory ____ 20

Form 4 – Compliance Certification Form ____ 21

Contract Template ____ 24

Overview

CITY OF PALM COAST REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)	
TITLE PROFESSIONAL HYDROGEOLOGICAL SERVICES	REFERENCE **RFSQ-CD-20-31**
ISSUED January 8, 2020	DUE January 30, 2020 at 2 p.m.
PURCHASING COORDINATOR JESSE SCOTT (386) 986-2337 **JKScott@palmcoastgov.com**	PROJECT MANAGER MARY KRONENBERG (386) 986-2306 **mkronenberg@palmcoastgov.com**
BRIEF DESCRIPTION This Request for Statement of Qualifications is issued for the purpose of acquiring a professional hydrogeologist for the City of Palm Coast. The engineering firm will provide hydrogeological and construction oversight services and turn-key design/construction services for the City of Palm Coast.	
OTHER KEY DATES AND MEETINGS Non-Mandatory Pre-Proposal Meeting:**Click or tap to enter a date.** Question Deadline: **January 23, 2020** at 2 p.m. Proposal Deadline: **January 30, 2020** at 2 p.m. *The above outlines the deadlines applicable to this RFSQ. City reserves the right to modify or change the scheduled deadlines at its sole discretion and will provide notice to the Proposers of any such change(s).*	
DOCUMENT AVAILABILITY, SUBMISSION, OTHER INFORMATION Proposal documents are available through the City's Procurement Portal at (https://palmcoastgov.bonfirehub.com/portal). Proposal submittals shall be received electronically through the City's Procurement Portal by the specified time and date. No other method of submission will be allowed or considered (i.e. Mailed, emailed, or hand delivered).	

ABOUT PALM COAST

About Palm Coast

The City of Palm Coast, located in Flagler County on the northeast coast of Florida, is situated halfway between St. Augustine and Daytona Beach and about 70 miles from both the Jacksonville and Orlando metropolitan area. Palm Coast's Interstate 95 Exit 284 (at State Road 100) is the closest I-95 exit to the beach from Maine to Miami. Palm Coast covers approximately 60 square miles and is situated on 70 miles of saltwater and freshwater canals and the Intracoastal Waterway, providing residents with abundant fishing and boating opportunities.

The City of Palm Coast is one of Florida's newest cities; incorporated in 1999. Palm Coast is a full-service City government servicing approximately 85,000 residents and 36,000 households. It offers a comprehensive list of services including Utility, Public Works, Administrative Services and Economic Development, Finance, Information Technology, Parks & Recreation, Fire and Human Resources. Law Enforcement Services are provided by the Flagler County Sheriff's Office. Facilities owned and operated by the City of Palm Coast include City Hall, the Utility Office, three water treatment plants, two wastewater treatment plants, the Public Works yard, the Palm Coast Community Center, and five fire stations.

City Hall and the Utility Office are the two main facilities where citizens do business with the City. These facilities are open 8 a.m. to 5 p.m. weekdays. The Community Center is normally open daily from 8 a.m. to approximately 9 p.m., depending on the evening's programming. Palm Coast also provides its residents with a dozen City parks, a tennis center, a golf course, a swimming pool, and more than 125 miles of connecting multiuse pathways for walking, running and bicycling. Parks and other recreational amenities are open seven days a week, usually from morning to night.

General Requirements

INTRODUCTION - PROJECT OVERVIEW AND OBJECTIVES

The City requires professional hydrogeological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

SCOPE OF SERVICES

Professional services may include, but shall not be limited to, the following areas:

1. Water Supply
    a. Water Source Development
    b. Supply and monitoring well design and construction
    c. Supply well, aquifer performance tests
    d. Water Quality analysis and evaluation
    e. Potable and non-potable aquifer storage and recovery (ASR)
    f. Supply well repairs and rehabilitation (for confined surficial, gravel pack screen wells and open hole, upper Floridian wells)

2. General Utility
    a. Emergency well field power
    b. Ordinance review and development
    c. Grants and other financial opportunities related to water supply

3. Permitting- (All permits required to drill and construct a well)
    a. Consumptive Use Permit
    b. Florida Department of Environmental (FDEP) Construction Permits
    c. FDEP Operating Permits
    d. St John's River Water Management District (SJRWMD) Permitting
    e. Reuse Permitting
    f. ASR and/or Deep Injection Well (DIW) Permitting
    g. Operation and Maintenance Performance Reports
    h. County and local Permitting

4. Construction Administration
    a. Pre-construction conferences
    b. Shop drawing reviews
    c. Change Order Development
    d. Testing process
    e. Construction observation
    f. Certification process
    g. Signed and Sealed Record Drawings

Work will be awarded on a project by project basis consistent with the CCNA provisions that may include any or all of the previously stated services not specifically mentioned. Proposers may hire sub-consultants to be used for portions of the required services; however, the proposer shall be responsible for all the work performed. The contract amount for services on any single project or task order will not exceed the limit set forth by Statute, and will comply with CCNA Provisions relating to continuing contracts and will strictly follow the City Purchasing Policy. All agreements(s) shall be governed by and construed in accordance with the laws of the State of Florida.

RFSQ Process

PURCHASING PROCEDURES: The Budget and Procurement Office Procedures apply in its entirety with respect to this Request for Statement of Qualifications (RFSQ). These procedures can be found at: http://www.palmcoastgov.com/government/purchasing

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the Request for Statement of Qualifications (RFSQ) documents. Any ambiguities or inconsistencies shall be brought to the attention of the City Budget and Procurement Office staff prior to the due date, in writing, through the City's Procurement Portal Web Page (**https://palmcoastgov.bonfirehub.com/portal**); failure to do so will constitute an acceptance by the Proposer of any subsequent award decision. Any questions concerning the intent, meaning and interpretations of the RFSQ documents including the attached draft agreement, or suggestions for addenda to the RFSQ documents, shall be posed through the City's Procurement Portal Web Page **(https://palmcoastgov.bonfirehub.com/portal)** at least seven (7) calendar days prior to the proposal due date. Proposer should not rely on any oral statement or instructions made by any employee(s) of the City with regard to this proposal. Any oral statements or instructions given before the proposal due date will not be binding on the City.

ADDENDA: Should revisions to the RFSQ documents become necessary, the City shall post addenda information on the City's Procurement Portal Web Page (https://palmcoastgov.bonfirehub.com/portal). All Proposers should check the City's Procurement Portal Web Page at least three (3) calendar days before the proposal due date to verify information regarding addenda. Failure to do so could result in rejection of the proposal submittal as unresponsive. Proposer shall sign, date, and return all addenda with their proposal submittal. It is the sole responsibility of the Proposer to obtain information related to addenda and to insure that the proposal considers all changes to the RFSQ documents.

ANTI-LOBBYING/CITY CONTACT: Proposers are hereby notified that all communications regarding this RFSQ, whether in writing, electronic, verbal, or by some other means, and whether made indirectly by third parties or directly by the Proposer, must be submitted to the City's Procurement Portal Web Page. Except as expressly required by this RFSQ for formal presentations (if any), any indirect or direct communications and lobbying regarding this RFSQ made to members of the City Council, members of the selection committee, or any other City official, from the date of advertising until the time an award has been made, are strictly prohibited and may constitute grounds for immediate disqualification of the Proposer's proposal.

PREPARATION COSTS: The City shall not be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFSQ.

LICENSES/PERMITS: Unless expressly stated in the RFSQ, all permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc. are the responsibility of the Proposer.

CONTRACT TERMS AND CONDITIONS: The length of the contract term will be two (2) years and allows for three (3) annual renewals**.** The draft contract template is attached to this RFSQ. Proposers should review the draft contract template prior to submitting a proposal. If Proposer wants to negotiate modifications or additional terms and conditions to the contract, then Proposer shall raise these requested modifications or additional terms and conditions by inquiry in writing through the City's Procurement Portal Web Page. Unless expressly accepted by the City and issued by addendum, only the terms and conditions in this RFSQ shall apply. No additional terms and conditions included with the proposal submittal shall be considered. Any and all such additional terms and

conditions are inapplicable to this RFSQ, whether submitted purposefully or inadvertently, or appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFSQ documents and subsequent addenda are the only conditions applicable to the Proposer's submittal, and the Proposer's signature on the Response Form attests to this statement. Exceptions to the terms and conditions will not be accepted.

SUBMISSIONS: Refer to the Instructions to Proposers for instructions on preparation of the proposal submittal. .

TIME TO RESPOND: Proposals shall be submitted electronically through the City's Procurement Portal Web Page (https://palmcoastgov.bonfirehub.com/portal) for receipt by the specified time and date. No other method of submission will be allowed or considered (i.e. mailed, emailed, or hand delivered). It is strongly recommended that Proposers begin the uploading process at least ONE (1) day before the Proposal Deadline set forth in the Overview for sufficient time to complete the process. **NO SUBMISSIONS THROUGH THE CITY'S PROCUREMENT PORTAL WEB PAGE WILL BE ALLOWED OR CONSIDERED AFTER THE SPECIFIED TIME AND DATE.** For general assistance, please contact Central Services Division staff at least one business day in advance of the proposal due date. For technical questions related to the submission portal, please contact Bonfire at Support@GoBonfire.com or visit their help forum at https://bonfirehub.zendesk.com/hc.

ADDITIONAL INFORMATION/FOLLOW-UP: No additional information may be submitted, or follow-up made, by any Proposer after the stated due date, outside of a formal presentation to the Evaluation Committee, unless requested by the City.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the City to do so. The City will notify Proposers of all changes in scheduled due dates by posting the notification in the form of addenda on the City's Procurement Portal Web Page (https://palmcoastgov.bonfirehub.com/portal).

PROPOSAL WITHDRAWAL: Proposers may withdraw their proposal submittals through the City's Procurement Portal prior to the time and date set for the proposal deadline. Proposal submittals, once opened, become the property of the City and will not be returned to the Proposers.

INCOMPLETE PROPOSAL/MISTAKES IN PROPOSAL: Failure to sign and return any or all issued addenda and/or failure to sign and return a completed FORM 4 Compliance Certification shall be absolute disqualification of the bid as nonresponsive. Other than the issued addenda, and FORM 4, the City reserves the right, at City's discretion, to reject the proposal, or to request all required forms/attachments that may have not been submitted, or that may be otherwise incomplete or noncompliant in the City's opinion. Upon request by the City, the Proposer shall have twenty-four (24) hours to supply this information to the City for the proposal to be considered valid. Proposers are expected to examine the terms and conditions, specifications, delivery schedule, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.

PUBLIC OPENING: The proposal submittals shall be opened publically and the names of the Proposers shall be read aloud at that time. Persons with disabilities needing assistance to participate in the public opening should contact the City Human Resource Office ADA Coordinator at 386-986-3718 at least forty-eight (48) hours in advance of the public opening.

ACCEPTANCE/REJECTION/GROUNDS FOR DISQUALIFICATION: The City reserves the right to accept or reject any or all proposal submittals, or any part of a submittal for any reason and without penalty prior to or after the rankings are made by the City, and to terminate any contract negotiations commenced with any Proposer. City will make the award to those Proposers, who in the opinion of the City will be in the best interest of or the most advantageous to the City. The City also reserves the right to reject the proposal submittal of any Proposer who

has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. The City reserves the right to waive or enforce any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement. This section shall be construed liberally to benefit the public and not the Proposer. Any of the following causes may also be considered as sufficient grounds for disqualification of a Proposer or the rejection of a proposal:

a) Submission of more than one proposal for the same work by any entity under the same or different names.
b) Evidence of collusion among Proposers.
c) Lack of responsibility as shown by past work in similar projects including, but not limited to, life safety performance, strict adherence to all maintenance of traffic requirements, if applicable, workmanship, progress and scheduling, and financial irresponsibility. The City may also consider past litigation and claim history of the Proposer as evidenced by prior frivolous claims made by Proposer in connection with other projects.
d) Delayed, incomplete or nonperformance to which the Proposer is committed by contract which may raise concern about the timely performance under this RFSQ.
e) Any Proposer that submits a proposal containing information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration. Falsification of any entry made on the proposal shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Proposer or rejection of the proposal.
f) Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of the proposal for the type of goods/services to be provided. Should Proposer not be fully licensed and certified, its proposal submittal shall be rejected.
g) Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
h) Non-compliance with the submittal requirements of these Instructions to Proposers
i) Any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

SELECTION AND AWARD: The award will be made to a responsive, responsible Proposer consistent with the process and award criteria set forth in the Evaluation of Qualifications and Award herein. The City reserves the right to accept any proposal or combination of proposal alternates which, in the City's judgment, will best serve the City's interest. Proposer understands that submission of its proposal constitutes Proposer's acceptance of the terms and conditions of this Request for Statement of Qualifications, including the contract template attached. However, Proposer also understands that its proposal does not constitute an agreement or a contract with the City. The City reserves the right to reject all proposals, to waive any formalities, to solicit and re-advertise for new proposals or to abandon the project in its entirety. The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

a) AWARD CRITERIA: Refer to Section entitled, "Evaluation of Qualifications and Award".

POSTING OF PROPOSAL AWARD: Notice of Intent to Award will be posted on the City's Procurement Portal Web Page **(https://palmcoastgov.bonfirehub.com/portal)** prior the City's final approval process.

PROTEST: Protests hereunder shall be in accordance with City Code of Ordinances 2017-8 Chapter 2, Article 1, Division 3, Section 2-29 Bid Protest Procedures and as follows.

Step 1. A Proposer protesting matters involving the selection of the contract award must submit its protest to the City's Financial Services Director within three (3) business days from the posting of the Notice of Intent to Award. Failure to protest to the Financial Services Director within the three (3) business day period shall constitute a waiver of protest proceedings. Any matters not stated will be waived.

Step 2. Any decision of the Financial Services Director may be appealed to the City Manager by filing a written appeal setting forth the basis for the appeal to the City Manager within three (3) business days of the Financial Services Director's decision along with a bid protest appeal bond.

Step 3. Any decision of the City Manager may be appealed to the City Council by filing a written appeal with the written basis for the appeal to the City Clerk within three (3) business days of the City Manager's decision.

PUBLIC RECORDS: Upon Notice of Intent to Award or thirty (30) days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal documents, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The City cannot guarantee the confidentiality of any document.

PROPOSALS TO REMAIN FIRM: All proposals shall remain firm for a minimum of one-hundred and twenty (120) days after the day of the opening to allow for the evaluation, selection process and proper execution of the contract. If need be, the Proposer and the City may mutually agree to extend that time up to an additional ninety (90) days.

MULTIPLE SUBMISSIONS: More than one proposal submittal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposal submittals in which such Proposer is believed to be involved. Any or all proposal submittals will be rejected if there is reason to believe that collusion exists between Proposers.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this proposal, the City shall have the unqualified right to terminate the Purchase or Work Order(s) or contract upon written notice to the Proposer, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any proposer(s).

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Budget and Procurement Office at once, indicating in his/her letter the specific regulation which requires an alteration. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Proposer shall indemnify and save harmless, the City, its employees and any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of, or for infringement of, patent rights, copyrights, or other intellectual property rights. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return

the article on request to the Proposer and receive reimbursement. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal submittal prices include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: The City of Palm Coast hereby permits the successful Proposer to extend the terms and conditions of this solicitation and resultant contract to other governmental entities at the discretion of the successful Proposer. Each governmental agency desiring to accept the successful proposal submittal, and make an award thereof, shall do so independently of any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of the award by any other governmental agency.

ADVERTISING: In submitting a proposal, Proposer agrees not to use the results as a part of any commercial advertising, without the express written approval of a City employee with the appropriate level of authority.

CITY LOGO: Proposers are approved to use the City logo in your submission materials and/or presentations.

DEBARMENT: Following award, where the successful Proposer's services are subsequently terminated for cause, the City reserves the right to suspend/debar the successful Proposer from submitting proposals on City procurements/contracts for a period of up to 36 months and/or pursue any and all other remedies available to the City.

Instructions to Bidders

PROPOSAL SUBMITTAL

The Proposer must submit a proposal that substantially complies with this RFSQ in all material aspects. All proposals must contain direct responses to the requested information. The response should be organized so that specific sections and questions being responded to are readily identifiable and in the same sequence as outlined below. The proposal shall cover in as much detail as possible the requirements of the RFSQ, subject to modification and enhancements as a result of information gained during the consultant selection process. However, Proposers are advised that lengthy or overly verbose or redundant submissions are not necessary. Proposers are advised to carefully follow these Instructions in order to be considered fully responsive to this RFSQ. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of the proposal. Proposers shall submit all required forms through the process outlined in the Preparing and Uploading Submission section below. By submitting a response, the Proposer warrants that its proposal is correct.

The Proposal must be divided into six (6) sections with references to parts of this RFSQ done on a section number/paragraph number basis. The six (6) sections shall be named:

SECTION 1 - **PROPOSAL EXECUTIVE SUMMARY**: Discuss the highlights, key features and distinguishing points of the proposal. The executive summary should be in the form of a letter that, at minimum, includes: name of individual, partnership, company, or corporation submitting proposal; a brief history of the company; city's RFSQ number; statement that all terms and conditions of the RFSQ are understood and acknowledged by the undersigned; and signature(s) of representative(s) legally authorized to bind the Proposer. A separate sheet shall include a list of individuals who will be significant members of the project team, including contact information, i.e, phone numbers and email addresses. Limit this section to five (5) pages.

SECTION 2 - **TABLE OF CONTENTS**: There shall be a Table of Contents for material included in the proposal.

SECTION 3 - **PROJECT UNDERSTANDING AND PROPOSAL**: This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer's ability to meet the City's schedule for providing the work, service, outlining the approach that would be undertaken in providing the requested services. Limit this section to five (5) pages.

SECTION 4 - **EXPERIENCE WITH SIMILAR PROJECTS/TECHNICAL CAPABILITY:** Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes. Limit this section to five (5) pages.

SECTION 5 - **PROJECT TEAM AND SCHEDULE:** Provide an organization chart showing a staffing plan, which clearly illustrates the key elements of the organizational structure of the entire project team with specific proposed functions for each individual listed. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates

to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. Provide detail that identifies anticipated major milestones and their associated phasing as well as the allocation of existing resources. The information provided under this section should be limited to a maximum of ten (10) pages.

SECTION 6 - **REQUIRED FORMS**: This section shall include the following forms which are available at the end of this Proposal Manual.

Form 1 – Conflict of Interest Statement
Form 2 – Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
Form 3 – Certificate of Authorized Signatory
Form 4 – Compliance Certification

INSURANCE

Proposers shall have insurance coverage that complies with the Insurance Requirements set forth in the Contract Template attached to this RFSQ. Proof of insurance shall be furnished to the City prior to final execution of the contract.

PROPOSAL SECURITY

A security is ☐ required, or ☒ not required for this proposal. If a security is required, a certified check, cashier's check or bond shall accompany each proposal if the proposal amount is one-hundred thousand dollars ($100,000) or greater. The certified check, cashier's check or bond shall be for an amount not less than five percent (5%) of the price/cost and shall be made payable to the City as a guarantee that the proposer will not withdraw his/her proposal for a period of ninety (90) days after proposal closing time and, upon award, will execute a contract with the City.

CONFIDENTIAL MATERIALS

Any materials that Proposer claims qualify as "trade secrets" under the Public Records Act shall be segregated, clearly labeled "trade secrets", and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.

WARRANTY AGAINST FRAUD AND COLLUSION

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

By submission of a proposal submittal, Proposer affirms that its proposal submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFSQ and the resulting contract.

INSTRUCTIONS TO BIDDERS

PREPARING AND UPLOADING SUBMISSION

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
RFSQ Proposal	File Type: PDF (.pdf)	Multiple	Required
Required Forms 1-4	File Type: PDF (.pdf)	Multiple	Required

- *Please note the type and number of files allowed. The maximum upload file size is 1000 MB.*
- *Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.*

2. Upload your submission at: https://palmcoastgov.bonfirehub.com/opportunities/22311

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Jan 29, 2020 5:00 PM EST.**

The Q&A period for this opportunity starts Jan 08, 2020 8:00 AM EST. The Q&A period for this opportunity ends Jan 23, 2020 2:00 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jan 30, 2020 2:00 PM EST.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

Need Help?

Palm Coast uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at https://bonfirehub.zendesk.com/hc

Evaluation of Qualifications and Award

SELECTION CRITERIA: The selection criteria for this RFSQ is set forth below:

Project Understanding and Proposal (0 - 25 points)	
Below Average	5 Points
Average	10 Points
Above Average	15 Points
Well Above Average	20 Points
Outstanding	25 Points

Project Team (0 -35 points)	
Below Average	10 Points
Average	15 Points
Above Average	20 Points
Well Above Average	25 Points
Outstanding	35 Points

Experience with Similar Projects, Technical Capability, and Qualifications (0 - 40 points)	
Below Average	15 Points
Average	20 Points
Above Average	25 Points
Well Above Average	30 Points
Outstanding	40 Points

EVALUATION / RANKING:

Prior to receipt of proposals, the City will establish an Evaluation Committee to evaluate the proposals. Separately, each individual Evaluation Committee member will score each criteria listed above for each proposal. The scores will range from the minimum points allowed to the maximum points allowed for the corresponding criteria.

The City's Budget and Procurement Office will then compile these scores. A meeting may be held to review the individual scores and discuss significant variances. Scores may be modified at this time. The scores will then be compiled and averaged; the firm with the highest average score shall be ranked first, the next highest shall be ranked second, and so on. **The City reserves the right to establish alternate selection criteria, rescore, re-rank, and/or shortlist. The City in its sole discretion will determine the method of evaluation and award that is most advantageous to the City.**

The City reserves the right to contact references provided by the Proposer or visit operations listed in the proposal. Information supplied by client references or obtained upon site visits may be used in determining the relative merits of the Proposer under any and all of the Evaluation Criteria.

The City reserves the right to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

ORAL PRESENTATIONS (If Required)

The Evaluation Committee shall make reasonable effort to achieve the ranking using written submittals alone. If, at City's sole discretion, no single top-ranked Proposer can be clearly identified based on the written submittals alone, then the City may post a Notice of Shortlist and schedule the top ranked Proposer(s) to give oral

presentations. The City may choose one or more of the top ranked Proposers to present. Such presentations will be open to the public. If oral presentations are held, the following guidelines will be used.

- The City shall establish the schedule. Proposers will be notified at least seven (7) calendar days in advance of the date, time and place. The specific format of each presentation will be provided to Proposers with the notifications.

- The City shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Presentations provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no Proposer will be penalized for using less than the allotted time.

NOTICE OF INTENT TO AWARD

Upon completion of the ranking of proposals, or re-ranking if oral presentations are made, the City will post the Notice of Intent to Award.

Form 1 – Conflict of Interest Statement

STATE OF FLORIDA)

) ss

City of Palm Coast)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ (the "entity") with a local office in _____ and principal office in _____.
2. The above named entity is submitting a Proposal to the City of Palm Coast.
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 proposal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals 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 restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project. This proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them has any potential conflicts of interest due to any other clients, contracts, or property interests.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.
9. 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 City of Palm Coast.
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 City of Palm Coast in writing.

(Continued on Next Page)

FORM 1 – CONFLICT OF INTEREST STATEMENT

DATED this _____ day of _____, 20_____.

AFFIANT

_____
Signature of Affiant

_____
Typed or Printed Name of Affiant

_____
Title

Sworn to and subscribed before me

This _____ day of

_____ 20____.

_____
Signature of Notary

_____
Printed, Typed, or Stamped Name of Notary

Notary Public, State of _____

My commission expires _____

Personally Known _____
-OR-
Produced Identification _____

Type: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM 2 – DEBARMENT CERTIFICATION

Form 2 – Debarment Certification

Certification Regarding Debarment, Suspension and Voluntary Exclusion-Lower Tier Covered Transactions [For Federal Projects]

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733).

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

1. The Proposer 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 Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this bid.

_____
Name of Proposer

_____
Name and Titles of Authorized Representative(s)

_____
Signature(s)

_____
Printed Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM 2 – DEBARMENT CERTIFICATION

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is 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 of 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”, “voluntarily exclude”, as used 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 copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and 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 covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4., 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 may pursue available remedies, including suspension and/or debarment.

FORM 3- AUTHORIZATION OF SIGNATORY

Form 3 - Authorization of Signatory

Print/Type Legal Business Name *(same as name on W-9 form)*

_____

Print/Type FEIN #

Check the legal entity type that is applicable to the above named business:

____ • Sole Proprietorship – Complete Section A
____ • General or Limited Partnership – Complete Section B
____ • Corporation (Inc. , LLC) Complete Section C

****

Section A: Sole Proprietorship

I HEREBY CERTIFY that I am the sole owner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

****

Section B: Partnership

I HEREBY CERTIFY that I am a General Partner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

****

Section C: Corporation

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
Legal business name

a corporation /LLC under the laws of the State of _____, was held on _____20___. The following resolution was duly passed and adopted:

> "RESOLVED, that _____ is an officer and director of the corporation (or the managing member of the LLC) and is hereby authorized to execute contracts between the City of Palm Coast, a municipal corporation and this corporation/LLC, and that execution thereof by said officer and director, attested by the Secretary of the corporation/LLC, shall be the official act and deed of this corporation/LLC."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation this ____ day of _____, 20___.

Provide copy of Resolution

AFFIX Corporate Seal

_____
Corporate Secretary/Managing Member

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM 4 – COMPLIANCE CERTIFICATION FORM

Form 4 – Compliance Certification Form

Please check the appropriate box where indicated and initial where indicated for each of the listed requirements for certification. This Form must also be signed, notarized, and dated by the same signatory.

1. **Scrutinized Companies** - Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with local governments for goods or services of one million dollars ($1,000,000) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or are engaged in business operations in Cuba or Syria. Both Lists are created pursuant to section 215.473, Florida Statutes. In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services. As the person authorized to sign on behalf of Bidder, I hereby certify that Bidder is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition Bidder is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in any boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Cuba or Syria, or boycotting Israel may subject the Bidder to civil penalties, attorney's fees, and/or costs. **Initials** _____

2. **Public Entity Crime** - Any person or affiliate who has been placed on the convicted vendor list following a conviction of a **public entity** crime may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is qualified to submit a proposal under Fla. Stat. §287.133(2)(a). **Initials** _____

3. **Americans with Disabilities Act** - The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA. **Initials**_____

4. **Drug-Free Work Place -** As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below in the section entitled "Respondent Vendor's Name" is in compliance with Florida Statue 287.087, providing a Drug-Free Workplace. **Initials** _____

FORM 4 – COMPLIANCE CERTIFICATION FORM

5. **Compliance With Public Records** - Upon award, recommendation, or thirty (30) days after receipt, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The submission of a proposal authorizes release of Proposer's credit data to City of Palm Coast. If the Proposer submits information exempt from public disclosure, Proposer must identify with specificity which pages/paragraphs of its proposal are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate electronic file marked accordingly. By submitting a response to this solicitation, Proposer agrees to defend the City in the event City is forced to litigate the public records status of Proposer's documents. **Initials** _____

6. **Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years that are related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved**.
   ☐ **Applicable** ☐ **Not Applicable.** **Initials** _____

7. **License Sanctions: Attach a list of any regulatory or licensing agency sanctions within the past five (5) years. Check appropriate box:** ☐ **Applicable** ☐ **Not Applicable Initials** _____

8. **Vendor Registration** - All proposers awarded contracts, purchase orders, or work orders must register as a vendor with the City of Palm Coast. Vendors can register online at: https://www.palmcoastgov.com/vendor-registration. Please indicate if your company has registered as a vendor with the City of Palm Coast. ☐ I have already registered as a vendor with the City. ☐ I have not registered as a vendor with the City, but plan to do so if awarded a contract, purchase order, or work order through this solicitation. **Initials** _____

9. **Proposal Submission Acknowledgement -** The Proposer has carefully examined the RFSQ, including the Instructions, Contract Template, addenda, and any other accompanying documents for this project. The Proposer has completely analyzed the information contained in this RFSQ as guidance for the preparation its proposal. The Proposer's submittal is sufficiently specific, detailed and complete to clearly and fully demonstrate the Proposer's understanding of the proposed work and/or product requirements. The Proposer agrees and understands that, if awarded, all portions of the proposal shall become an integral part of the agreement and contract with the City of Palm Coast, Florida. Should there be a conflict between the proposal and the RFSQ, the RFSQ shall prevail. **Initials** _____

I certify that all information contained in this proposal is truthful and correct at the time of submission. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Palm Coast or of any other interested proposer; and that the undersigned executes this Certification with full knowledge and understanding of the matters herein contained and is duly authorized to do so. The signatory for the Proposer swears that none of the information supplied was for the purpose of defrauding the City.

FORM 4 – COMPLIANCE CERTIFICATION FORM

PROPOSER

_____
Printed Name of Proposer

_____
Signature

_____
Printed Name

_____
Printed Title

_____
Printed Date

_____
Contact Email

_____
Street Address /Suite #

_____
City, State Zip

_____
Phone

AFFIX CORPORATE SEAL BELOW

STATE OF _____)
) ss
COUNTY OF _____)

Sworn to and subscribed before me

This _____ day of

_____ 20____.

_____
Signature of Notary

_____
Printed, Typed, or Stamped Name of Notary

Notary Public, State of _____

My commission expires _____

Personally Known _____
-OR-
Produced Identification _____

Type: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CONTRACT TEMPLATE

Contract Template

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between _____ whose primary place of business is _____ ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **_____**from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ- _____(RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification

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to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as

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gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

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5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

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C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

B. **Sovereign Immunity**. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. **Insurance**. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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10. **CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

11. **COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. **CONTRACT DOCUMENTS**. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. **ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with

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the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

16. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

17. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

18. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	_____
City of Palm Coast	_____
160 Lake Avenue	_____
Palm Coast, Florida 32164	_____

19. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

20. **PUBLIC RECORDS LAW.**

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

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iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

21. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

22. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

23. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**SUPPLIER**
By: _____	By: _____ (Authorized Corporate Officer)
Print: Matthew Morton	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

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Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ **Work Order Project Title _____**

Contract Bid # _____ **Work Order Bid # _____**

Contract Resolution # _____ **Work Order Resolution # _____**

TOTAL COST: $_____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____UNIT BASED/ NOT TO EXCEED***
3. **PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT**
4. **SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____**
5. **DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT**
6. **OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____**
7. **MISCELLANOUS:** _____
8. **TIME IS OF THE ESSENCE**: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT**. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print Name: _____
Title: _____	Title: Assistant City Manager or Designee
Date: _____	Date: _____

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

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EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

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requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

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MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 21st day of February, 2020 ("Effective Date"), between CONNECT CONSULTING, INC., whose primary place of business is 261 N. Lakeview Drive, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-20-31(RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

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Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of two (2) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

B. **Sovereign Immunity**. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. **Insurance**. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties

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relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

16. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

17. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

18. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	David S. Robertson, P.G.
City of Palm Coast	Connect Consulting, Inc.,
160 Lake Avenue	261 N. Lakeview Drive
Palm Coast, Florida 32164	Lake Helen, Florida 32744

19. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

20. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

21. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

22. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

23. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Matthew Morton
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Feb 21, 2020 | 7:17 AM EST

CONNECT CONSULTING, INC.,

DocuSigned by:
By: David S. Robertson
4753D2AFFB2F14C2...
(Authorized Corporate Officer)

Print Name: David S. Robertson

Title: President

Date: Feb 18, 2020 | 11:23 AM EST

Exhibits
A - Work Order Template Form
B - Insurance Requirements

DocuSign Envelope ID: 94F41AB7-016B-4E77-AE3A-B86AF1B55B04

Exhibit A - Work Order Template Form

Work Order # _____ **PO#** _____ **Project Mgr.** _____
name

SUPPLIER NAME: _____

Contract Project Title _____ **Work Order Project Title** _____

Contract Bid # _____ **Work Order Bid #** _____

Contract Resolution # _____ **Work Order Resolution #** _____

TOTAL COST: $_____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION (chose one):** _____ **FIXED FEE/LUMP SUM** _____**UNIT BASED/ NOT TO EXCEED***
3. **PRICING (chose one):** ____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
4. **SCHEDULE (chose one):**_____ **AS NEEDED BASIS** ____ **SHALL BE COMPLETED BY -** ____/____/20____
5. **DESCRIPTION OF SERVICES (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____**No** _____ **Yes If yes, identify:**_____
7. **MISCELLANOUS:**_____
8. **TIME IS OF THE ESSENCE**: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT**. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print Name: _____
Title: _____	Title: Assistant City Manager or Designee
Date: _____	Date: _____

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

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EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

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requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Connect Consulting Inc.** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with CITY OF PALM COAST, FL , said contract being identified as: RFSQ-CD-20-31 Professional Hydrogeological Services (referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as **EXHIBIT A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

This Agreement shall take effect on the Effective Date agreed upon by all parties signed. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

a. Insurance Requirements:

Liability Insurance

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

~~COMPREHENSIVE BUILDER RISK INSURANCE~~

~~The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.~~

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in

the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

N/A

c. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

e. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

f. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

g. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

David S. Robertson
(Print Name)

President
(Print Title)

10/6/2020
(Date)

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By:_____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: -- City Clerk

Shawn Weston

From: Jesse K. Scott <JKScott@palmcoastgov.com>
Sent: Thursday, October 08, 2020 3:46 PM
To: Heath Hancher
Subject: **Warning Risky Web Link** FW: Request Permission to Piggyback (RFSQ-CD-20-31)
Attachments: DocuSigned MSA Connect_Consulting_2-21-2020.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

As discussed. Approved.

Jesse K. Scott
Procurement Coordinator
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-2337
www.palmcoastconnect.com

Questions or Concerns?
Register today at www.palmcoastconnect.com

From: Rose Conceicao <RConceicao@palmcoastgov.com>
Sent: Tuesday, October 6, 2020 4:55 PM
To: hhancher@cocoafl.or
Cc: Jesse K. Scott <JKScott@palmcoastgov.com>
Subject: RE: Request Permission to Piggyback (RFSQ-CD-20-31)

Hi Heather,

All of our bid documents contain the following clause:

> **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:** The City of Palm Coast hereby permits the successful Proposer to extend the terms and conditions of this solicitation and resultant contract to other governmental entities at the discretion of the successful Proposer. Each governmental agency desiring to accept the successful proposal submittal, and make an award thereof, shall do so independently of any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of the award by any other governmental agency.

Therefore, permission is expressly granted by virtue of the bid documents and is subject to the supplier providing permission.

Our contract does not contain pricing as this is negotiated on a project by project basis. A copy of the contract is attached.

Regards,

Rose Conceicao
Contracts Coordinator
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-2339
www.palmcoastconnect.com

Questions or Concerns?
Register today at www.palmcoastconnect.com

From: Jesse K. Scott <JKScott@palmcoastgov.com>
Sent: Tuesday, October 6, 2020 4:43 PM
To: Rose Conceicao <RConceicao@palmcoastgov.com>
Subject: FW: Request Permission to Piggyback (RFSQ-CD-20-31)
Importance: High

Can you address this one. We are buried in Requisitions here.

Thanks,

Jesse K. Scott
Procurement Coordinator
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-2337
www.palmcoastconnect.com

Questions or Concerns?
Register today at www.palmcoastconnect.com

From: Heath Hancher <hhancher@cocoafl.org>
Sent: Tuesday, October 6, 2020 4:40 PM
To: Jesse K. Scott <JKScott@palmcoastgov.com>
Cc: Shawn Weston <sweston@cocoafl.org>; Sean McFarland <smcfarland@cocoafl.org>; Diane Kozlak <dkozlak@cocoafl.org>; Christine Savage <csavage@cocoafl.org>
Subject: Request Permission to Piggyback (RFSQ-CD-20-31)
Importance: High

Good afternoon! Please grant approval to Piggyback RFSQ-CD-20-31, Connect Consulting Inc , for Professional Hydrogeological Services. Should there be any amendments, addendums or pricing table updates please provide a courtesy copy for our records. If granted, please respond via email with the approval. Thank you in advance!

Heath Hancher PmP, CPPM
Purchasing / Contracts Division Manager
65 Stone St., Cocoa, FL 32922
Office: (321) 433-8833
Mobile:(321) 446-1235
Email: hhancher@cocoafl.org



Stay Connected: www.CocoaFL.org

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City of Palm Coast officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

CCI Connect Consulting, Inc.
Water Resource Consultants

EXHIBIT C
PROFESSIONAL SERVICES LABOR RATE SCHEDULE

CITY OF PALM COAST
PROFESSIONAL HYDRGEOLOGICAL SERVICES
MASTER SERVICES AGREEMENT
BID/REFERENCE #: RFSQ-CD-20-31

Connect Consulting, Inc.
261 N. Lakeview Drive
Lake Helen, Florida 32744-2711
386-473-7766

2020 Billing Rates

Category	Rate ($/hr.)
Principal Hydrogeologist / Geologist / Engineer	165
Professional Geologist / Engineer	150
Senior Hydrogeologist / Geologist / Engineer	130
Senior Field Geologist / Engineer	120
CADD Operator / Graphics Specialist	120
Field Geologist / Engineer	105
Field Technician / Well Inspector	95
Office / Administrative Support	75

Note: 3% escalation factor per year on labor rates

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd, Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Allison Barga
PHONE (A/C, No, Ext): 360-626-2007 **FAX (A/C, No):** 360-626-2007
E-MAIL ADDRESS: allison.barga@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Accident and Indemnity Company	22357
INSURER C : National Casualty Company	11991
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
467
Connect Consulting Inc
1210 Emmel Road
Lake Helen FL 32744

COVERAGES **CERTIFICATE NUMBER:** 222012319 **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 Separation Insds GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	52SBUNL0852	9/28/2024	9/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	52UEGHA1233	9/28/2024	9/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	52SBUNL0852	9/28/2024	9/28/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	52WEGPI3885	9/28/2024	9/28/2025	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
C	Professional Liab: Claims Made			JEO0003004	9/28/2024	9/28/2025	$2,000,000 Per Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
Project: Cocoa Well Field City of Cocoa is an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract regarding activities by or on behalf of the Named Insured.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 52 WEG PI3885 **Endorsement Number:**
Effective Date: 09/28/24 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: CONNECT CONSULTING INC
1210 EMMEL RD
LAKE HELEN FL 32744

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

52SBUNL0852

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Legislation Details (With Text)

File #:	24-579	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	9/25/2024		**In control:**	City Council	
On agenda:	10/8/2024		**Final action:**		
Title:	Approve a Multi-Year Task Order 2025-03 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $4,514,117, of which the City of Cocoa will fund its total Pro Rata Share of $270,847; To Fund the City of pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers), and approve a Resolution Amending the FY2025 Budget, BAF#25-003-A, to Receive Funding from the Water Suppliers and to Allocate the Expenses for this project, and Approve an Amendment to the Master Agreement accepting the HDR 2025 Rate Schedule. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2nd Amendment Contract No. RFQ-18-19-COC 2024-09-20 HDR - TCR Permitting Task Authorization - final_KED_s.pdf HDR Contract Revisions Letter 9-23-24.pdf TO 2025-03-HDR-4,514,117-UT 240924.pdf 1st Amendment to Technical Consultant Agreement (Taylor Creek Resevoir Permitting Services).pdf AGREEMENT.pdf Budget Resolution FY 2024-097 ADA Compliant - .pdf BAF 25-003-A-UT-TCR(10-8-24) Agenda 24-579.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 30, 2024
Agenda Date: October 8, 2024
Prepared By: John A. Walsh, P.E., Utilities Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Multi-Year Task Order 2025-03 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $4,514,117, of which the City of Cocoa will fund its total Pro Rata Share of $270,847; To Fund the City of pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers), and approve a Resolution Amending the FY2025 Budget, BAF#25-003-A, to Receive Funding from the Water Suppliers and to Allocate the Expenses for this project, and Approve an Amendment to the Master Agreement accepting the HDR 2025 Rate Schedule.

BACKGROUND:

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The TCR/SJR Water Supply project is a future water supply project that involves the cooperation and collaboration of Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services through a multi-party agreement previously signed by all agencies. The first phase of this project is to prepare the permits and the necessary engineering for the long-term water supply needs of the group. The consultant selected, HDR, Inc., will prepare the necessary projections, protocols and other preliminary engineering required to obtain permits for the project.

Although a previous Task Order 2019-01 was approved on February 27, 2019, the City of Cocoa did not issue a notice to proceed or create a purchase order for HDR. A delay occurred due to funding issues and responsibilities for the existing Taylor Creek Reservoir improvements, repairs, and flowage easement areas necessary for the project to move forward. In addition, due to the time delay, the original fee schedule is out of date as well as the previously approved scope. Therefore, Task Order 2019-01 was not issued.
The Joint Water Suppliers have agreed and Council previously approved a limited task order for the technical review of the SJRWMD 60% levy Improvements and consultant coordination on March 26,2024. Cocoa is the Project Administrator and per the Permitting Agreement, Cocoa will be the contracting agent on behalf of all the Water Suppliers. All Water Suppliers will proportionately share the costs for the engineering services as outlined in the approved agreements and restated in the table below.

The Water Suppliers have jointly reviewed the scope of services, fee and fee schedule for the HDR remainder of the joint permitting work that includes consumptive use permitting, water quality blending analysis, environmental permitting and property rights acquisition and recommend approval for the Task Order. Each Supplier will fund their respective pro rata share as further outlined in the table below for the proposed Task Order. Cocoa will invoice each supplier for their annual estimated cost to fund the task and place the funding in a separate fund until actual expenses are invoiced from HDR and those expenses are approved by the joint Suppliers.

		Breakout by Water Supplier				
		Orange County Utilities	**Orlando Utilities Commiss**	**ECFS**	**TWA**	**Cocoa**
Fiscal Year (FY)	Total	45%	15%	30%	4%	6%
FY24/25	1,550,565	$697,754	$232,585	$465,169	$62,023	$93,034
FY25/26	2,492,892	$1,121,80	$373,934	$747,868	$99,717	$149,574
FY26/27	470,660	$211,797	$70,599	$141,198	$18,826	$28,240
Total	**$4,514,117**	**$2,031,35**	**$677,117**	**$1,354,23**	**$180,566**	**$270,847**

If actual costs exceed the annual requested funding, Cocoa, as the Project Administrator, will obtain new estimates from HDR to cover funding for the remaining fiscal year and bill the suppliers appropriately to acquire the necessary funding. Staff is requesting the delegated authority for the City Manager to approve the task order up to the maximum of $4,514,117 as listed in the table above which includes contingency/allowances as outlined in the requested task concurrent with Suppliers approval and to receive funding, in any increment, from the water suppliers up to the maximum listed in the table. Note, contingency and allowances included within the HDR proposal and are disperable

to any sub-task within the proposal with consensus from the collective water suppliers. Staff Recommends approval of Task Order 2025-03.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, partially, pending approval of the FY25 Budget.
If not budgeted, is amendment/transfer attached?	Yes

City of Cocoa Share 6%:

Source of Funds

Amount Requested	($270,847)
Account Number	421-4010-536.31-00 WS0919
Account Name	Professional Services

Amount Requested	$270,847
Account Number	421-4020-536.31-27, TCR001
Account Name	Professional Services TCR - Cocoa 6%

Other Entities:

Orange County (OCU), Orlando Utilities Commission (OUC), Tohopekaliga Water Authority (TWA) and East Central Florida Services Inc. (ECFS)

Amount Requested	$4,243,270
Account Number	427-0000-389.84-00 TCR001
Account Name	None Operating Source/Contribution

Amount Requested	$2,031,532
Account Number	427-4020-536.31-37 TCR001
Account Name	Professional Services Orange County 45%

Amount Requested	$1,354,235
Account Number	427-4020-536.31-34 TCR001
Account Name	Professional Services ECFS 30%

Amount Requested	$677,117
Account Number	427-4020-536.31-35 TCR001
Account Name	Professional Services Orlando Utility Commission 15%

Amount Requested $180,566
Account Number 427-4020-536.31-36 TCR001
Account Name Professional Services TOHO/TWA 4%

Total Budgeted for Fund 427: $4,243,270
Total Budgeted for Fund 421: $270,847
Total Budgeted for this Project: $4,514,117

Purchase Order Amount: $4,514,117

PREVIOUS ACTION:

On August 22, 2017, City Council approved participation in the Taylor Creek Reservoir/St. John River Water Supply Project and a series of agreements between the City of Cocoa, Orange County, Orlando Utilities Commission, East Central Florida Services and Toho Water Authority.

On October 10, 2018, City Council approved the final ranking and delegated to the City Attorney and Staff to negotiate the scope, fees and contract terms under RFQ-18-18-COC.

On February 27, 2019, Council approved Task Order 2019-01 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $3,334,652, of which the City of Cocoa will fund its pro-rata share of $200,079.12 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc.

On March 26 ,2024, Council approved Task Order 2024-02 with HDR for 60% Levy Improvement Design Review in the amount of $177,844 of which City of Cocoa will fund its pro-rata share of $10,670.64

RECOMMENDED MOTION:
Approve a Multi-Year Task Order 2025-03 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $4,514,117, of which the City of Cocoa will fund its total Pro Rata Share of $270,847; To Fund the City of pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers), and approve a Resolution Amending the FY2025 Budget, BAF#25-003-A, to Receive Funding from the Water Suppliers and to Allocate the Expenses for this project, and Approve an Amendment to the Master Agreement accepting the HDR 2025 Rate Schedule..

PURCHASING
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
2nd AMENDMENT TO TECHNICAL CONSULTANT AGREEMENT
RFQ-18-18-COC
TCR/SJR PERMITTING SERVICES

This SECOND Amendment to the agreement is between the **CITY OF COCOA**, a Florida municipal Corporation ("City") and **HDR ENGINEERING, INC.** a foreign profit corporation ("Consultant").

WHEREAS, the City and the Consultant entered into an agreement on February 13, 2019 for permitting services.

WHEREAS, the Consultant is requesting a revised rate schedule.

WHEREAS, the parties desire to amend the Agreement to update and accept the revised rates.

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

1. The Agreement is hereby amended to update Exhibit A – Consultant's Rate Schedule and Exhibit C – List of Consultant's Key Personnel as attached to this amendment.
2. All other terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment.
3. This Amendment shall be effective as of the date of the final signature below.

By signing below, the parties have executed this Amendment which will be effective as of the date of the final signature.

HDR ENGINEERING, INC.	CITY OF COCOA
By: Katie E. Duty	**By:** Michael Blake
(Print Name) Katie E. Duty	(Print Name)
Vice President	Mayor
(Title)	(Title)
09/30/2024	
Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, CMC, City Clerk

CC: Jack Walsh, Director of Utilities, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

Exhibit A

Consultant’s Rate Schedule

Taylor Creek Reservoir Permitting Project
HDR Contract Rates

Contract Title (Billing)	HDR Rates
Project Principal/QC	$299.00
Project Manager	$250.00
Senior Reviewer/Consultant	$299.00
Senior Engineer/Consultant II	$275.00
Senior Engineer/Consultant I	$250.00
Project Engineer/Consultant III	$225.00
Project Engineer/Consultant II	$200.00
Project Engineer/Consultant I	$175.00
Junior Engineer/Consultant II	$165.00
Junior Engineer/Consultant I	$155.00
Engineer-In-Training	$135.00
Senior Designer/GIS	$185.00
Senior CADD/GIS	$155.00
CADD/GIS	$130.00
JR CADD/GIS	$115.00
Sr. Communications Spec.	$165.00
Communications Spec	$140.00
Jr. Communication Spec.	$110.00
Website/Graphics Des. Sr	$170.00
Website/Graphics Des.	$150.00
Website/Graphics Des. Jr	$130.00
Project Controls Specialist	$150.00
Administrative	$105.00

Notes:

1. Billing rates are through December 31, 2025.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders or tasks and City will be billed based on actual hours by category designated for an individual employee and category assignments may be adjusted by HDR when needed.

4. Annual rate modifications for future years after 2025 under this agreement, at 3.5% recognizing overall rate cap in Note 5 below.

5. A rate cap of $320 per hour will be maintain until December 31, 2027. After time, HDR may request consideration to increase rate cap for Water Suppliers consideration.

6. Notes 1 through 5 apply to HDR and its subconsultants, Carollo and Barnes, Ferland and Associates. See rate schedules for these subconsultants as part of Exhibit A.

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

EXHIBIT A: FEE SCHEDULE
CAROLLO ENGINEERS, INC.
TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PHASE 1,
REGIONAL PERMITTING SERVICES
CONTRACT WITH HDR ENGINEERING, INC.

As requested, the following is information regarding the personnel hourly rates for our contract with HDR Engineering, Inc. for the City of Cocoa TCR/SJR Project Phase 1 master agreement.

Labor Classification	Billable Hourly Rate	Description	Typical Experience (yrs)
Engineers/Scientists			
Assistant Professional ES I	$140.00	EI	0-2
Assistant Professional ES II	$158.00	EI	3-4
Professional ES III	$174.00	PE	5-6
Professional ES IV	$196.00	PE	7-8
Project Professional ES V	$216.00	PE	9-11
Project Professional ES VI	$235.00	PE	12-14
Lead Project Professional ES VII	$254.00	PE	15-17
Senior Professional ES VIII	$299.00	PE	18+
Engineering Technicians			
Technician ET I	$93.00		
Technician ET II	$102.00		
Technician ET III	$110.00		
Technician ET IV	$119.00		
Senior Technician ET V	$135.00		
Senior Technician ET VI	$159.00		
Senior Technician ET VII	$183.00		
Senior Technician ET VIII	$204.00		
Engineering Aides			
Engineering Aide EA I	$93.00		
Engineering Aide EA II	$102.00		
Engineering Aide EA III	$110.00		
Engineering Aide EA IV	$119.00		
Senior Engineering Aide EA V	$135.00		
Senior Engineering Aide EA VI	$159.00		
Senior Engineering Aide EA VII	$183.00		
Senior Engineering Aide EA VIII	$204.00		
Office Staff			
Admin/Clerical	$111.00		
Word Processing	$118.00		

Notes:

1. These labor billing rates are valid through December 31, 2025.
2. These rates do not include other direct expense costs.
3. All reproduction, materials, equipment purchased, or other direct costs shall be billed at cost without mark-up, in accordance with the terms of the contract. Travel costs will be in accordance with City of Cocoa guidelines and will exclude Carollo local staff based in our Orlando office.
4. Starting January 1, 2026, Carollo reserves the right to request annual rate modifications of 3.5% per year in future years under this agreement.

Taylor Creek Reservoir/St. Johns River Permitting Project
BFA 2024 Rate Schedule (October 1, 2024 through December 31, 2025)

Individual classifications for personnel hourly rates are as follows:

Classification	Raw Hourly Rate	Overall Multiplier	Billable Hourly Rate
Principal Hydrogeologist	$80.00	2.82	$225.60
Senior Water Resources Specialist	$85.62	2.82	$241.45
Principal Engineer	$75.00	2.82	$211.50
Senior Engineer	$70.00	2.82	$197.40
Sr. Project Manager	$70.00	2.82	$197.40
Project Manager	$60.00	2.82	$169.20
Project Manager I	$55.00	2.82	$155.10
Project Engineer V	$50.00	2.82	$141.00
Project Engineer IV	$45.00	2.82	$126.90
Project Engineer III	$40.00	2.82	$112.80
Project Engineer II	$38.00	2.82	$107.16
Project Engineer I	$35.00	2.82	$98.70
Senior Designer	$42.00	2.82	$118.44
CAD V	$38.00	2.82	$107.16
CAD IV	$35.00	2.82	$98.70
CAD III	$30.00	2.82	$84.60
CAD II	$25.00	2.82	$70.50
CAD I	$20.00	2.82	$56.40
GIS Tech III	$40.00	2.82	$112.80

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Classification	Raw Hourly Rate	Overall Multiplier	Billable Hourly Rate
GIS Tech II	$35.00	2.82	$98.70
GIS Tech I	$30.00	2.82	$84.60
Hydrogeologist V	$57.00	2.82	$160.74
Hydrogeologist IV	$44.00	2.82	$124.08
Hydrogeologist III	$40.00	2.82	$112.80
Hydrogeologist II	$32.00	2.82	$90.24
Hydrogeologist I	$26.00	2.82	$73.32
Environmental Scientist V	$47.00	2.82	$132.54
Environmental Scientist IV	$42.00	2.82	$118.44
Environmental Scientist III	$38.00	2.82	$107.16
Environmental Scientist II	$32.00	2.82	$90.24
Environmental Scientist I	$24.00	2.82	$67.68
Field Technician IV	$32.00	2.82	$90.24
Field Technician III	$29.00	2.82	$81.78
Field Technician II	$26.00	2.82	$73.32
Field Technician I	$22.00	2.82	$62.04
Sr. Surveyor and Mapper	$75.00	2.82	$211.50
Surveyor and Mapper	$50.00	2.82	$141.00
Survey Technician	$40.00	2.82	$112.80
2 Person Survey Crew	$55.00	2.82	$155.10
3 Person Survey Crew	$76.00	2.82	$214.32
Utility Coordinator	$38.00	2.82	$107.16
SUE 2 Person Crew	$56.00	2.82	$157.92
SUE 3 Person Crew	$77.00	2.82	$217.14
Administrative Support III	$37.00	2.82	$104.34
Administrative Support II	$28.00	2.82	$78.96
Administrative Support I	$20.00	2.82	$56.40

Survey and Subsurface Utility Engineering Direct Costs Table

Description	Units	Minimum Billable Rate
Utility Test Hole Excavation "Soft Dig" (Grass Dirt areas, etc.…)	Each	$650.00
Utility Test Hole Excavation "Hard Dig" (Concrete, Paved areas, etc.…)	Each	$850.00

Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
2024			
Description	**Units**	**Unit Cost [1]**	
Reproduction			
B&W Copy (8.5" x 11") (Per Side)	Each	$	0.05
B&W Copy (8.5" x 14")	Each	$	0.12
B&W Copy (11" x 17")	Each	$	0.20
Blackline Copy (24"x 36" or 22"x 34")	Each	$	2.00
Color Copy (8.5" x 11") (Per Side)	Each	$	0.74
Color Copy (8.5" x 14") (Per Side)	Each	$	0.74
Color Copy (11" x 17")	Each	$	1.25
Color Copy (24"x 36" or 22"x 34")	Each	$	12.00
Lamination (8.5" x 11")	Each	$	1.75
Materials			
Binders	Each	$	At Cost
Bond Plots (24"x 36" or 22"x 34")	Each	$	0.72
Communications			
Facsimile (Long Distance)	Each		At Cost
Phone Calls (Long Distance)	Minute		At Cost
Mail			
Courier	Each	$	At Cost
Express Delivery	Each		At Cost
US Mail	Each		At Cost
Travel [2]			
Lodging ($80.00 maximum)	Day		At Cost

Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
2024			
Description	**Units**	**Unit Cost [1]**	
Mileage	Mile		0.655
Per Diem ($36.00 maximum)	Day		At Cost
Rental Car	Day		At Cost
Tolls	Each		At Cost
Miscellaneous			
Legal Notices	Each		At Cost
Permit Application Fees	Each		At Cost
Water Quality Analysis			At Cost
Field Supplies	Each		At Cost
Water Level analysis Equipment	Day		At Cost
Water Quality Analysis Equipment	Day		At Cost
Specialty Software	Each		At Cost
Electronic Media			
Compact Disc	Each		1.00
DVD	Each		1.50
[1] "At Cost" Items will be billed without markup.			

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 95.525(3), Florida Statutes.

Sincerely,

Willie E. Thomas, PE
President

7/23/2024
Date

Exhibit C

Key Personnel

Exhibit C

Technical Consulting Permitting Services
Taylor Creek Reservoir/St Johns River Water Supply Project
HDR Key Personnel

Key Role	Name	Company
Project Manager	Brenda van Ravenswaay	HDR
Consumptive Use Permitting Lead	Dale Helms	Carollo (subconsultant to HDR)
Engineering Report Lead	Chance Lauderdale	HDR
Environmental Permitting Lead	Ben Brice	HDR
Public Involvement Lead	Beth Frady	HDR
Permit Compliance Lead	Mary Thomas	Carollo (subconsultant to HDR)

City of Cocoa

Task Order 2024-___

Taylor Creek Reservoir/St. Johns River Water Supply Permitting Project

Table of Contents

Introduction **1**

Objective **1**

Scope of Services **2**

Task 1 – Project Management & Water Supplier Coordination 2

Task 1.1. Work Plan Development 2

Task 1.2. Kick-Off Workshop 2

Task 1.3. Status Meetings 2

Task 1.4. Project Oversight and Coordination 2

Task 1.5. SJRWMD Executive Meetings 3

Task 2 – Consumptive Use Permitting and Joint Operating Protocol 3

Task 2.1. Regulatory Coordination and Meetings 4

Task 2.2. Water Demand Projections 5

Task 2.3. Yield Determination and Impact Analysis 5

Task 2.4. Joint Use Operating Protocol Development 8

Task 2.5. CUP Application Preparation 10

Task 3 – CUP Requests for Additional Information and supplemental Analyses 10

Task 4 - Water Quality 11

Task 4.1. Data Compilation 11

Task 3.2. Water Quality TM 12

Task 3.3. TCR Blending Analysis 12

Task 5 – Preliminary Design Report (PDR) 13

Task 5.1. Regulatory Review Update 14

Task 5.2. Basis of Design 15

Task 5.3. Phase 4 Project Definition Workshop 15

Task 5.4. Raw Water Intake and Pump Station Siting Analysis 16

Task 5.5. SJR Intake and Pump Station Facilities 18

Task 5.6. TCR Discharge, Intake/Pump Station and Treatment Facilities 18

Task 5.7. Conveyance 18

Task 5.8. Electrical and I&C 20

Task 5.9. Cost Estimating 20

Task 5.10. Draft and Final PDR 21
Task 6 – St. Johns River Intake, Pump Station and Raw Water Transmission – 30 Percent Design 21
Task 7 – Environmental Permitting 22
Task 7.1. NEPA Coordination 23
Task 7.2. Regulatory Meetings 23
Task 7.3. Environmental Assessments 23
Task 7.4. Environmental Document 23
Task 7.5. Permitting Application Preparation 24
Task 8 – Property Rights Acquisition 24
Task 9 – Public Outreach 24
Task 9.1. Public Outreach Strategy Development 25
Task 9.1.1. Public Outreach Meeting No. 1 25
Task 9.1.2. Public Outreach Meeting No. 2 25
Task 9.1.3. Public Outreach Meeting No. 3 25
Task 9.1.4. Public Outreach Strategy 25
Task 9.2. Public Outreach Implementation 26
Task 10 – Allowance 26
Assumptions 26
Schedule 28
Subconsultants 28
Compensation 29
Attachments 30
Acceptance 30

Introduction

The City of Cocoa, Orange County Utilities (OCU), Orlando Utilities Commission (OUC), Tohopekaliga Water Authority (TWA) and East Central Florida Services (ECFS) [collectively known as the "Water Suppliers"] are working cooperatively to develop the planned Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Project in Central Florida. The TCR/SJR Water Supply Project ("Project") consists of developing an estimated 30 to 40 million gallon per day (MGD) annual average daily flow (AADF) potable water supply from the TCR utilizing watershed runoff and flow diverted from the SJR. The Water Suppliers participated in a previous study that concluded with the preparation of documents known as the "St. Johns River/Taylor Creek Reservoir Water Supply Project Preliminary Design Report and Environmental Impact Document" (CH2M/PB Water Joint Venture-October 2009). This document will be referenced as the "2009 PDR/EID" in this scope of work and will be utilized in development of the TCR/SJR Water Supply Project to the extent possible.

Development of the TCR/SJR Water Supply Project will consist of four phases. Phase 1 consists of acquiring the necessary permits and regulatory approvals. HDR Engineering, Inc. and their subconsultants, (collectively known as the CONSULTANT) were the selected permitting consultant for Phase 1 and is responsible for supporting the Water Suppliers in obtaining a consumptive use permit (CUP) and other state and federal permits. In support of these permits, Phase 1 also includes updating the 2009 PDR/EID and preparing an appropriate operating protocol for the Project. Future phases will proceed to design and construction of Project components. Phases 2 and 3 will include the sale and transport of treated water from the City of Cocoa's Dyal Water Treatment Plant (WTP) to the other Water Suppliers. Phase 4 will include the expansion of future water supply facilities by the City of Cocoa or one or more of the other Water Suppliers.

Objective

The scope of work defined herein is for the CONSULTANT to perform permitting activities through permits being deemed complete by regulatory agencies for the following key permits:

- St Johns River Water Management District (SJRWMD) Consumptive Use Permit
- United States Army Corps of Engineers (USACE) 404 Permit (if needed)
- Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP) and National Pollutant Discharge Elimination System (NPDES) Permit

Since there are many unknowns at this time on efforts to obtain the key permits, the CONSULTANT has made assumptions or identified uses for the allowance to cover potential required activities. As requirements become better defined with the regulatory agencies and Water Suppliers, the CONSULTANT will prepare requests to utilize the allowance defined in Task 10 for Water Supplier approval. Note that the Task Order does not include support for responding to permit protest or to provide engineering support to individual Water Suppliers to incorporate TCR/SJR water supply into their systems.

Scope of Services

Task 1 – Project Management & Water Supplier Coordination

Task 1.1. Work Plan Development
The CONSULTANT will develop a work plan document that will cover the scope described in this Task Order and establish long-term management strategies for the overall permitting project. The work plan will establish a detailed schedule for meetings and deliverables, draft cash flow projections, project monitoring and reporting requirements, document control procedures, communications protocol and quality control procedures. A draft work plan document will be submitted to the Water Suppliers for review and will be finalized upon receipt of comments.

Task 1.2. Kick-Off Workshop
The CONSULTANT will plan and implement a workshop to introduce the CONSULTANT and Water Suppliers team members, review work plan elements including detailed schedule, and discuss expectations. An agenda will be prepared one week prior to the meeting and a meeting summary will be submitted to Water Suppliers documenting the discussion and any decisions made.

Task 1.3. Status Meetings
The Water Suppliers have scheduled regular monthly meetings to be attended by the CONSULTANT project management team. In preparation for these meetings, the CONSULTANT's project manager will prepare agendas and meeting summaries for distribution to the Water Suppliers. The CONSULTANT will make every effort to schedule other defined meetings during these monthly status meetings, but has budgeted for thirty (30) 1-hour stand-alone status meetings in this Task Order.

Task 1.4. Project Oversight and Coordination
The CONSULTANT project management team will manage day-to-day activities, processes and procedures required for overall Project and Water Supplier coordination. This subtask also includes as-needed coordination with the City of Cocoa in their project coordinator role as well as communications with individual water suppliers. Other key management responsibilities for this subtask include:

- Identify and track issues that may affect scope, schedule and budget
- Manage internal resources for successful Project completion
- Lead internal Project team meetings
- Prepare monthly progress reports and invoicing. Progress reports and updated Project schedule will be included with the monthly invoice submittal
- Develop and maintain an electronic filing system for all permit related documents

Project oversight and coordination is budgeted for a 36-month period and budget is based 16 hours per month for the project manager and additional hours for support from project controls and administrative staff.

Task 1.5. SJRWMD Executive Meetings

A key regulatory agency that is involved in the Project is the SJRWMD. Per the Water Supply Agreements, the SJRWMD is responsible for designing and constructing improvements to the TCR L73 dam and changing the TCR operation schedule to allow for an increased operating level to 46.0 feet NGVD. The SJRWMD will also be the permitting agency for the CUP to use water from the TCR and SJR watershed. The subtask includes up to four (4) meetings with the SJRWMD Executive Leadership team.

The purpose of the initial meeting is to review with SJRWMD Executive Leadership the overall project goals pertaining to the CUP, TCR dam improvements, new SJRWMD initiated TCR operation protocol and other State/Federal permitting. The goal of the meeting will be to ensure that there is an overarching strategy that recognizes that these components are inter-related, and that there may be areas where coordination between the SJRWMD and the Water Suppliers for efficient design and permitting would streamline results. The remaining meetings will provide updates on permitting and address any issues or concerns with project development involving the SJRWMD.

Task 1 Deliverables:

- Draft and final versions of work plan
- Agendas and meeting summaries for Kick-off workshop and monthly status meetings
- Monthly progress status reports accompanying invoicing
- Agendas, meeting material and meeting summaries for SJRWMD Executive Leadership meetings

Task 1 Meetings:

- One (1) Kick-off Meeting
- Up to thirty (30) Water Supplier Status Meetings
- Up to four (4) SJRWMD Executive Leadership Meetings

Task 2 – Consumptive Use Permitting and Joint Operating Protocol

The CONSULTANT will lead work efforts required to apply for a new single, joint public water supply CUP for the Project. Carollo is a subconsultant to HDR who will be leading Task 2 activities with support and quality control reviews by HDR. Per the General Implementation Agreement and Permitting Agreement signed between the Water Suppliers, the targeted allocation for this joint CUP is anticipated to be a minimum of 23.67 MGD annual average and a maximum of 33.67 MGD annual average. It is understood that an existing 8.83 MGD annual average public supply CUP allocation from the TCR held by the City of Cocoa, and a planned (pending) 8.0 MGD annual average agricultural use CUP allocation requested by ECFS from the TCR or from the interconnected L-73 Canal, are separate from the new proposed joint public supply Project CUP application. Per the Permitting Agreement, the new Project joint public supply CUP application must account for, accommodate and not compete with these two existing and planned CUP allocations for Cocoa and ECFS.

Integrally related to the Project yield analysis required to support the CUP application is the development of a recommended system operating protocol for the Project. Among other things, this operating protocol must consider impacts on the water quality in TCR, including a mixing analysis of the SJR and TCR waters. The CONSULTANT will also lead the technical work required to develop this proposed operating protocol, which will address recommended TCR operational storage water levels and the timing and magnitude of water intakes, withdrawals, and releases. The operating protocol will be developed in conjunction with the CUP technical analysis and will support the Water Suppliers combined and individual goals for the Project and the related existing and planned CUP allocations.

Specific CONSULTANT tasks necessary to support the Project joint CUP application, develop the operating protocol, and address additional questions from the SJRWMD regarding the CUP application are described below. The CONSULTANT will negotiate with the SJRWMD to the best of the CONSULTANT's ability within the budget allocated for this Task 2. However, depending on the magnitude and complexity of requests from the SJRWMD permitting agency, the extent of requests for additional information (RAI), or other external factors, additional future out-of-scope services may be required to fully secure issuance of a new joint CUP for the Project.

Task 2.1. Regulatory Coordination and Meetings

Under this task, the CONSULTANT will coordinate primarily with the SJRWMD staff regarding the CUP application and the required TCR operating level modifications as it pertains to the CUP application.

, The CONSULTANT shall prepare meeting materials, attend meetings, and coordinate with the SJRWMD and Water Suppliers. It is anticipated that regulatory meetings may cover the following topics:

- SJRWMD's planned improvements to strengthen the TCR L-73 Dam, which will support increasing the current design water level in the TCR and increase the availability of water supply.
- The Water Suppliers' CUP application approach to ensure that the supporting materials submitted during previous CUP applications processes are consolidated in a manner to also be deemed complete, and to demonstrate to the SJRWMD that the CUP allocation request is beneficial, in the public interest, and protective of water resources, natural systems and existing legal users.
- TCR L-73 Dam improvements and TCR operating level modifications, which will impact consumptive use yield and the joint use operating protocol development.

The goals of these meetings will be to ensure that there are overarching strategies in place that recognize that the TCR L-73 dam improvements, the CUP allocation, and the updated TCR operating level are all related and that SJRWMD involvement and participation in implementing dam improvements is critical. The meetings are anticipated to result in defining expectations for the level of technical detail which will be required for the submittal of the CUP application and other permitting activities.

It is assumed that the CONSULTANT will attend up to six (6) meetings under this task, and that these meetings will be held at the following locations:

- Three (3) meetings at the SJRWMD headquarters in Palatka lasting up to 2 hours each.
- Three (3) meetings at the SJRWMD Apopka Service Center lasting up to 4 hours each. One of these meetings will be a CUP pre-application meeting.

Task 2.2. Water Demand Projections

A 50-year CUP will be requested for the Project to ensure that the significant capital investments made by the Water Suppliers to develop this Project are protected. Section 373.236, Florida Statutes (F.S.), allows for the issuance of a 50-year permit where public utilities enter into agreements with large rural landowners to develop alternative water supply (AWS) projects, where such landowners make extraordinary contributions. This new statute is directly applicable in the case of the Project. The Water Suppliers will provide available demand projections for each of their relevant water service areas that they determine to be part of this project, including documentation on groundwater usage, AWS consideration, conservation plans and reclaimed water plans for a 50-year planning horizon. The CONSULTANT shall coordinate with the Water Suppliers to discuss, collect and review existing water demand projections for the 50-year planning horizon. The result of the review will be a summary of any inconsistencies or errors and recommendations for revisions. Graphics depicting inconsistencies and recommendations will be presented at a monthly Water Supplier Project status meeting.

Once the inconsistencies are presented by the CONSULTANT, the Water Suppliers will make any appropriate revisions and provide updated demand projections. The CONSULTANT shall prepare graphical, tabular and written summaries of the 50-year demand projections in the form of a technical memorandum (TM) for inclusion with the Project CUP application. Note that the CONSULTANT shall not develop water demand projections as part of the Task Order but summarize demand projections developed by the Water Suppliers.

Task 2.3. Yield Determination and Impact Analysis

2.3.1. COMPILE PRIOR CUP APPLICATION MATERIALS, RELEVANT STUDIES AND MODELS

Efficient preparation of the new joint CUP application involves the incorporation of relevant prior Water Supplier CUP application materials, studies and models related to the potential use of source water from the SJR and TCR. Under this task, the CONSULTANT shall obtain these relevant documents, studies and models, and identify which portions may be reusable as references for a new Project public supply CUP application. Coordination with SJRWMD staff will be required to obtain some of these reference items. Examples of materials to be reviewed include but are not limited to:

- Cocoa existing TCR CUP #2-095-50245
- OCU CUP #2-095-119798 application
- Cocoa/OUC/ECFS CUP #2-099-125333 application
- ECFS CUP #2-095-115794 and #2-095-118375 applications
- SJRWMD 2012 Water Supply Impact Study (WSIS)
- Seminole County existing SJR near Yankee Lake CUP #20-117-95581

- SJR flow and water quality time series analysis from prior 2009 SJR/TCR Study
- Yield analysis from prior 2009 SJR/TCR study
- Recent TWA water use permit application materials for surface water supplies from the Kissimmee River system.
- Most recent SJRWMD Hydrological Simulation Program - FORTRAN (HSPF) model of SJR basin
- Most recent SJRWMD Environmental Fluid Dynamics Code (EFDC) model of lower SJR
- Most recent revisions by SJRWMD of yield analysis model of TCR/SJR Project

2.3.2. UPDATE CONTINUOUS SIMULATION TCR/SJR YIELD MODEL

Multiple previous studies have been performed to estimate the sustainable yield from the TCR and Upper SJR. To the greatest extent appropriate, the CONSULTANT shall incorporate and reference these prior studies in support of the CUP application process, rather than repeating such previous analyses. It is expected that some updating of modeling and additional analyses will be required to support the CUP application due to changed conditions in the watershed, new operating protocols, potential location of ECFS agriculture use withdrawal from L-73 canal and changed Water Supplier demands.

As part of the prior 2009 SJR/TCR Study, a long-term daily continuous simulation yield model was developed. This continuous simulation yield model predicts daily flows, stages and water quality within the TCR/SJR system, which can be used to determine a Project operational plan and assess the potential for Project impacts. In support of the OCU CUP #2-095-119798 application (currently in abeyance), the original 2009 yield model was updated and was accepted by SJRWMD as a suitable tool to justify sustainable yield from the TCR and Upper SJR while meeting water resource, regulatory and existing user constraints. The SJRWMD subsequently adopted and modified this yield model for confirmatory analysis of the OCU CUP #2-905-119798 application and other prior (now on hold) Water Supplier CUP applications, including the Cocoa/OUC/ECFS CUP #2-099-125333 application.

Under this task, the CONSULTANT shall obtain an appropriate recent copy of the previously developed TCR/SJR continuous simulation yield model and shall update the yield model for use in the current Project. The CONSULTANT shall investigate only the following two options for completing the required model update, and shall proceed with whichever option will be more efficient and cost-effective, and likely to provide the most robust tool for analysis:

1. Obtain a copy of the yield model as developed for the 2009 SJR/TCR Study, as modified for the on-hold OCU CUP application, and update this version of the yield model with the current proposed Project conditions (per Water Supplier agreements) and the latest time series output from the SJRWMD's HSPF model of the SJR watershed; or
2. Obtain a copy of the latest version of the yield model as modified by the SJRWMD and update this alternative version of the model to include the current proposed Project conditions and the SJR flow and water quality time series (which were in the original 2009 model), to help determine suitable days for water diversion from the SJR into the TCR.

An update to the continuous simulation yield model that may be performed by the HDR team is the representation of the L-73 Canal as a hydraulic feature interconnected to the TCR. The pending 8-MGD annual average ECFS agricultural CUP withdrawal may occur from the L-73 Canal, or from the TCR itself. It will be important to simulate this withdrawal properly to fully assess its impacts on sustainable Project yield and on the preferred operating protocol.

The potential yield and reliability of the Project public supply withdrawals will be dependent on such assumptions regarding water quality constraints and temporal demand variability. Water Suppliers will provide input to the CONSULTANT on the key Project assumptions to be used in the updated yield model regarding water quality constraints, temporal variability in potable and agricultural demands, and potential locations for agricultural withdrawals.

For simulation in the yield model, the Water Suppliers will also advise the CONSULTANTon the desired Project allocation distribution. For example, the Permitting Agreement explains that ECFS could proceed with future permitting of an 8-MGD annual average agricultural use CUP or may alternatively choose to integrate some or all of this planned capacity as part of a larger public supply withdrawal from the TCR. It is assumed that CONSULTANT will receive specific guidance from the Water Suppliers on such topics, to properly integrate them into the updated yield model.

Note that the updated yield model prepared under this task is anticipated to be a key tool sufficient to support the CUP application impact analysis and yield confirmation for the Project. This tool will simulate daily water quality in the TCR using a fully blended, plug flow assumption (conservation of mass for constituents of concern). It is anticipated that the yield model should be capable of confirming the targeted yield for the Project (i.e., 23.67 to 33.67 MGD annual average), even with its conservative estimate of fully blended TCR water quality.

The CONSULTANT also recommends hydrodynamic water quality modeling of the TCR as described under Task 4 to provide a more detailed estimate of the spatial variability of daily blended water quality within the TCR. Such predictive modeling will help refine Project yield, operating protocol and reliability values as well as other benefits described in Task 4. Results of hydrodynamic modeling will be used to adjust yield modeling analysis for consistency.

2.3.3. PERFORM YIELD ANALYSIS SUBJECT TO WATER RESOURCE, LEGAL USERS AND OTHER CONSTRAINTS

The CONSULTANT shall use the updated continuous simulation yield model developed under subtask 2.3.2 to simulate operational alternatives and confirm water supply availability for the Project. Water supply availability or yield will be determined by considering Water Supplier input on Project development assumptions and the latest known environmental, regulatory, and physical constraints. Key constraints to water supply availability include:

- Currently existing (at the time of analysis) SJRWMD Minimum Flows and Levels (MFLs) adopted on the TCR and SJR, including:
    - SJR 1.5 miles downstream of Lake Washington weir MFLs
    - SJR at State Road 44 near DeLand MFLs
    - SJR at State Road 50 near Christmas MFLs
    - Taylor Creek 1.7 miles downstream of L-73 Dam discharge Structure S-164

MFLs
    - Lake Washington MFLs
    - Lake Monroe MFLs
- Currently existing legal water users (at time of analysis) on the Upper and Middle SJR system.
    - Cocoa existing 8.83 MGD allocation on TCR
    - City of Melbourne 18.0 MGD allocation on Lake Washington
    - ECFS Deseret Ranch-North 0.33 MGD allocation
    - City of Winter Springs 2.23 MGD allocation on Lake Jesup
    - City of Sanford 2.6 MGD allocation on Lake Monroe
    - Florida Power and Light 7.2 MGD net allocation downstream of Lake Monroe
    - Seminole County Yankee Lake 5.5 MGD allocation downstream of Lake Monroe
    - City of DeLand 4.0 MGD allocation near State Road 44
- Planned future 8 MGD annual average agricultural use by ECFS.
- Water quality of SJR, which will maximize the yield and protect the water quality of the TCR for both public water supply and agricultural purposes.
- TCR water level schedule set by the SJRWMD.
- Usable operational storage volume available in the TCR.
- Ecological health of flora and fauna within Taylor Creek and the SJR.

It is anticipated that up to 8 scenarios with varying benefits shall be evaluated by the CONSULTANT, based on discussion with and guidance from the Water Suppliers. The CONSULTANT shall simulate multiple scenarios with the yield model, with the potential number of these scenarios limited by the budget authorized for this task. The predicted available Project yield will vary temporally, due primarily to seasonal climatic conditions. Project yield will also vary as a function of assumed water quality targets, storage volume available, intake and withdrawal locations, and operating protocol preferences.

2.3.4. SUMMARIZE PRELIMINARY RESULTS

Following the above-described evaluations with the updated yield model, the CONSULTANT shall prepare a brief TM that presents selected graphical and tabular summaries of predicted Project reliability, yield and water quality over an appropriate long-term continuous simulation period (e.g., 50 years). The CONSULTANT shall review the yield model output TM at a monthly Project status meeting with the Water Suppliers to identify a preferred scenario or scenarios which best support the Water Suppliers' goals and can be used in support of the CUP application. The results will also be used integrally in the development of the proposed joint use operating protocol under Task 2.4.

Task 2.4. Joint Use Operating Protocol Development

The development of a system operating protocol suitable to support joint public supply and agricultural use is integral to defining the details of consumptive use and other agreed goals or constraints of the Water Suppliers. The yield model flow and water quality series developed and selected by the Water Suppliers under the above tasks will be compared with potential demand

variability, water withdrawal or level schedule, and regulatory criteria to develop an operating protocol for the Project.

The CONSULTANT shall further utilize the continuous simulation yield model described above as a tool to investigate permutations and develop a recommended operating protocol for the Project. The City of Cocoa or other future operations staff working on the Project would use this protocol to meet the agreed needs of all Water Suppliers in accordance with the General Implementation Agreement. The investigation of Project operational alternatives to identify a preferred protocol will be performed by the CONSULTANT integrally and in parallel to the assessment of sustainable yield and impacts of the Project needed to support the CUP application.

The following Project operational options and components shall be considered and adjusted by the CONSULTANT to identify a recommended operating protocol:

- Frequency and magnitude of withdrawals from the SJR intake.
- Frequency and magnitude of existing Cocoa public supply withdrawals from existing TCR intake.
- Frequency and magnitude of future joint public supply withdrawals from new TCR intake.
- Frequency and magnitude of current and future ECFS agricultural use withdrawals from L-73 Canal or TCR.
- Ranges of targeted water quality concentrations in TCR for public supply and agricultural use.
- TCR maximum operational stage.
- TCR minimum usable stage for water withdrawal.
- Frequency and magnitude of discharges from TCR over Structure S-164 into Taylor Creek.
- Frequency and magnitude of discharges from TCR via the side gate structure into Taylor Creek, for the purpose of meeting the Taylor Creek and SJR low flow MFL regulations.
- Water quality, flow or stage triggers for when any of the above-listed withdrawals or discharges should occur.

With input from the Water Suppliers, and through adjusting these various factors, the CONSULTANT shall provide recommendations for proposed future operating protocol procedures for the Project. The operating protocol shall first be developed for the full capacity of Project Phase 4, then adapted as appropriate for each of the earlier Project phases (Phases 2 and 3).

The CONSULTANT shall present the proposed operating protocol to the Water Suppliers for consideration and feedback at up to three of the regular monthly Project status meetings. Based on comments received from the Water Suppliers, the CONSULTANT shall adjust and finalize the proposed operating protocol in a summary TM. The final agreed operating protocol shall be used by the CONSULTANT as part of final yield model simulations that will be used to support the CUP application to SJRWMD.

Task 2.5. CUP Application Preparation

The CONSULTANT shall prepare an application form and appropriate supporting documentation for a new, joint public supply CUP application to be submitted to the SJRWMD for the Project withdrawal quantity confirmed and decided upon under the above tasks. It is anticipated that the new, joint CUP application will be a compilation of work products previously prepared for the prior permit applications (now on hold), references to key relevant studies (e.g., 2012 WSIS), water demand projections, results of the updated yield analysis and operating protocol development tasks described above, summarized in TM format.

The CONSULTANT shall prepare a draft CUP application package for review by the Water Suppliers. The CONSULTANT shall receive and address comments in a revised final version of the CUP application package, suitable for subsequent submission to the SJRWMD.

To obtain input, discuss, and review the draft CUP application package, the CONSULTANT will coordinate with the Water Suppliers during routine Project status meetings, which are budgeted separately under Task 1.3. It is assumed that CONSULTANT will attend up to two status meetings under Task 1.3 may be required to discuss the draft CUP application.

Task 2 Deliverables:

- Meeting materials, agendas, and summary notes from regulatory coordination meetings.
- Presentation of draft graphical and tabular summaries of individual Water Supplier 50-year demand projection comparison results.
- TM summarizing final Water Supplier combined 50-year projections.
- TM summarizing draft graphical and tabular summaries of predicted Project reliability, yield and water quality over an appropriate long-term period. At Water Suppliers' discretion, these yield curves may consider alternatives (e.g., ASR system) to increase storage and reliability.
- TM summarizing recommended joint use operating protocol for the Project, for discussion with Water Suppliers.
- Based on consensus direction from Water Suppliers, TM summarizing final yield analysis graphical and tabular summaries and final joint use operating protocol for the Project.
- Draft CUP application package.
- Final CUP application package.

Task 2 Meetings:

- Up to six (6) SJRWMD Regulatory Meetings

Task 3 – CUP Requests for Additional Information and supplemental Analyses

It is anticipated that the technical analyses described under Task 2 above should be sufficient to support a defensible public supply CUP application for the Project that also considers and

protects the proposed agricultural use. SJRWMD staff may themselves perform technical/modeling analyses to review and confirm the sustainability of the CUP allocation requested by the Water Suppliers. However, it is possible that additional modeling or technical analyses may be requested or required of the Water Suppliers and their consultants by the SJRWMD. The CUP pre-application meeting held with SJRWMD staff (under Task 2.1) may identify such additional required analyses.

Furthermore, after receipt and review of the Water Suppliers' CUP application, it is likely that the SJRWMD will issue one or more RAIs. The amount and complexity of questions or requirements in each RAI, and the overall number of RAIs issued, is difficult to predict.

Limited to the budget allocated for this task, CONSULTANT shall assist HDR and the Water Suppliers to perform additional technical analyses and respond to one or more RAIs issued by the SJRWMD for the Project CUP application. Budget was based on responding to two RAIs. If the required additional technical analyses are particularly complex, or if the number and complexity of RAI questions received are particularly large, additional out-of-scope services may be required for the CONSULTANT to continue to assist the Water Suppliers to address outstanding issues on the Project CUP application.

To develop responses to one or more RAIs, CONSULTANT will coordinate with the Water Suppliers during routine Project status meetings, which are budgeted separately under Task 1.3. It is assumed that CONSULTANT attendance at up to two status meetings under Task 1.3 may be required to discuss RAI responses.

Task 3 Deliverables:

RAI responses and additional technical analyses, at the direction of the Water Suppliers.

Task 4 - Water Quality

Water quality in the SJR, TCR and treated water is a key parameter in many of the permitting activities including CUP process, the PDR and environmental permitting. In Task 3, the CONSULTANT will perform the following:

- Compile and analyze readily available data to better understand existing water quality data in the Upper St. Johns River, Taylor Creek Reservoir and finished water quality from the Cocoa Dyal WTP.
- Identify any data gaps that may be needed for the permitting efforts; and outline a long-term monitoring plan and data management approach for sampling in the watershed.
- Develop a 3-D hydrodynamic model of TCR to assess blending scenarios in TCR to support yield analysis in Task 2 and TCR discharge location in Task 4.

Task 4.1. Data Compilation

For raw water, the CONSULTANT will compile and organize readily available data in the Upper St. Johns River and Taylor Creek Reservoir. It is anticipated that data will be obtained from the following sources: SJRWMD; USGS; Water Suppliers; EPA Water Quality Portal; and the FDEP

Impaired Waters Database. Data will be compiled for the time period from 2008 through 2023 and will be combined with any water quality data collected for the 2009 PDR/EID. The types of data may include the following parameters: flow; conductivity; temperature; pH; dissolved oxygen; biological oxygen demand (BOD); turbidity and/or total suspended solids (TSS); organic carbon; nitrogen; phosphorus; phytoplankton (chlorophyll-a); metals; per- and polyfluoroalkyl substances (PFAS), and bacteria. For Cocoa Dyal WTP finished water quality, it is assumed that data from monthly operating reports and other regulatory reporting will be received in electronic format.

The CONSULTANT will present the data obtained in various tabular and graphical summaries to allow easy understanding and interpretation of the available data. The graphics will primarily consist of data time-series and probability distribution at specific sampling stations for the available parameters. These graphics will be used to evaluate data trends, magnitudes, variation and percent exceedance of applicable FDEP water quality standards. The tabular summaries will provide averages and ranges at specific sampling stations; and if associated reservoir inflow is available will present watershed loading summaries.

Task 3.2. Water Quality TM

The CONSULTANT will summarize the data obtained in a draft TM along with observations (e.g., trends, loads) and identification of data gaps that may be needed for the permitting efforts. If data gaps are identified, CONSULTANT will request use of Task 10 allowance for additional sampling and laboratory analysis if requested by Water Suppliers. The TM will also include a long-term monitoring plan for continued characterization of water quality in the St. Johns River, reservoir and surrounding watershed. After receiving consolidated comments on the draft TM, the CONSULTANT will incorporate agreed upon comments into a final TM that will be the deliverable for this task. The digital data obtained and compiled will also be provided along with the final TM.

Task 3.3. TCR Blending Analysis

A time-variable (TV), three-dimensional (3D) hydrodynamic model of TCR and the L-73 canal will allow the evaluation of raw water inflow locations and the effect on withdrawal water quality after blending (mixing) of water from the SJR, TCR, L-73 canal, and other water inflows from the appropriate surrounding basins in the reservoir. The 3D hydrodynamic model uses inflow and withdrawal flow rates, reservoir geometry and meteorological conditions to calculate the movement of water through the reservoir, including any short-circuiting that may occur between inflow and withdrawal locations. The effectiveness of inflow mixing, and withdrawal water quality can be evaluated with the model to help determine the discharge of SJR water into TCR that provides the best mixing of raw water inflow with the reservoir volume. The following tasks are proposed to complete the reservoir modeling for the proposed increased TCR operating condition of 46 ft NGVD using the DHI MIKE3D hydrodynamic model for this effort.

3.3.1. MODEL GRID & BATHYMETRY

The CONSULTANT will develop reservoir and L-73 canal bathymetry from existing data or as determined from historical USGS topographic maps before filling of the reservoir. This will include determination of topography surrounding the reservoir to establish water depths for the proposed increased lake level condition. The reservoir (proposed condition) will be segmented into horizontal and vertical model grid cells to build a 3D representation of the reservoir. Once the

model grid is complete, the reservoir bathymetry will be used to assign water depths to each horizontal model grid cell. No additional bathymetry survey is being performed for the reservoir. If existing bathymetry data is not sufficient, CONSULTANT will request use of allowance or an amendment to complete a bathymetry survey.

3.3.2. MODEL SETUP & TESTING

After developing the model grid, the CONSULTANT will prepare model inputs (i.e., inflow, withdrawals, water quality, meteorological conditions) for a low-flow period when watershed runoff to the reservoir is low for a 2-3 month time period to be determined. Two (2) conditions will be analyzed: existing reservoir conditions so that the model can be calibrated to water levels for current inflows and withdrawals; and a proposed future condition with higher water levels. The inflow and withdrawals for the proposed future condition will be set based on expected future conditions and timing. This second proposed future condition will be used to evaluate inflow locations and withdrawal water quality.

3.3.3. INFLOW LOCATION & BLENDING EVALUATIONS

Using the proposed future condition model setup, the CONSULTANT will evaluate four (4) inflow locations and two (2) withdrawal locations. These model runs will use one (1) set of inflow and withdrawal flow rates. The model output for these six (6) runs will include percent inflow in the withdrawal water as time series graphics; and spatial maps of percent inflow. The percent inflow model output can be used to evaluate blended withdrawal water concentrations for parameters of concern (e.g., specific conductivity, nitrogen, phosphorus, fluoride, PFAS, sodium per Water Supplier Agreements).

3.3.4. MODEL EVALUATION DOCUMENTATION

The CONSULTANT will document the data used for model setup and the model results in a draft TM along with various graphics and tables used in the inflow locations and blending evaluations. After receiving consolidated comments on the draft TM, the CONSULTANT will incorporate agreed upon comments into a final TM that will be the deliverable for this task.

Task 3 Deliverables:

- Draft and final Water Quality TM
- Draft and final Model Evaluation Documentation TM

Task 3 Meetings Summary:

- None

Task 5 – Preliminary Design Report (PDR)

The 2009 PDR/EID documents were based on a preferred alternative selected by the Water Suppliers that delivered potable water at an annual average day flow of 54 MGD and a maximum day flow of 60 MGD. The main components of the preferred water supply system included:

- River intake and pump station on the St. Johns River near SR 520 with pump capacity of 120 MGD.
- 11-miles of dual 60-inch pipelines to convey river water to the TCR

- Reservoir pump station with capacity of 60 MGD
- 4-miles of dual 42-inch pipelines to convey water from reservoir to selected water treatment facility
- New greenfield WTP with maximum day treatment capacity of 60 MGD with treatment flexibility to produce either free chlorine or chloramines as a residual disinfectant
- Finished water conveyance system to six (6) separate delivery locations (approximately 45-miles of pipe)

The current TCR/SJR Water Supply Project is defined in the Water Supply Agreements to be a smaller project with potential annual average day flow ranging from 23-33 MGD; the utilization of the existing Cocoa Dyal WTP for the initial phases of treatment; and flexibility for treatment and delivery of the last phase of the Project known as Phase 4.

Because the defined Project are over 15 years old, the PDR will need to be updated to reflect these changes in capacity. The CONSULTANT will prepare the PDR to a conceptual design level and will utilize as much as possible information developed under the 2009 PDR. It is anticipated that the new PDR will utilize a similar report outline as follows:

1. Regulatory Review
2. Raw Water Intake and Pipeline
3. TCR Intake and Pump Station
4. Raw Water Transmission
5. Water Treatment
6. Transmission to Western Water Suppliers
7. Geotechnical
8. Electrical
9. Instrumentation and Control
10. Engineer's Cost Estimate

HDR will include information in the PDR to generally describe L-73 dam improvements being implemented by SJRWMD. HDR will obtain information from SJRWMD pertaining to their design either in PDR or as an appendix to the PDR.

Task 5.1. Regulatory Review Update

The 2009 PDR included an extensive review of regulations and regulatory considerations. The regulatory review update will build on the existing document with considerations on current water quality, new and potential regulations, and the emergence of unregulated contaminants of concern, including those with USEPA/CDC health advisories, non-Florida state regulations, and public perceptions. The main components of the regulatory review will include:

- Utilize water quality data compiled in Task 3 to prepare a brief summary of Dyal WTP current regulatory compliance status as it relates to current Safe Drinking Water Act requirements.
- Prepare a summary of known and possible future regulatory requirements and review the Dyal WTPs current ability to meet these requirements based on current operating processes and operating data.

- Conduct a workshop summarizing current regulatory compliance status and potential future regulatory requirements.
- Prepare a Regulatory Review Update document.
- Based on comments received from the Water Suppliers, update and prepare a final Regulatory Review Update document.

Task 5.2. Basis of Design

Based on demand projections and operating protocol results developed in Task 2 Consumptive Use Permitting and Joint Use Operating Protocol, and water quality data review in Task 3, criteria will be developed to meet the new needs of the project regarding demands, reliability and water quality for Phases 2 through 4. A brief TM will be prepared for Water Suppliers review to finalize criteria utilized in the PDR update.

Task 5.3. Phase 4 Project Definition Workshop

As discussed in the introduction, treatment and conveyance facilities will be provided for Phase 2 through 4. The City of Cocoa Dyal WTP will supply treated water in Phases 2 and 3. Phase 4 will include the expansion of future water supply facilities by the City of Cocoa to one or more of the other Water Suppliers. This task will focus on determining the path forward for Phase 4 to allow for appropriate planning for Phases 2 and 3 and select Project components to complete the required “Project Definition” .

Some of the Water Suppliers have participated in a water routing study performed by others and the results of this study will be utilized by the CONSULTANT in the alternatives analysis, and to complete the conveyance sections in the PDR (See Task 5.7). CONSULTANT will not be performing any additional conveyance routing analysis for delivery to Water Suppliers to the west of Cocoa and will utilize work by others mentioned above and previous routing information in the 2009 PDR.

The purpose of the project definition workshop will be to utilize information gathered from the 2009 PDR/EID, Water Supply Agreements and basis of design (Task 5.2) to reach consensus on the Phase 4 project definition. The Phase 4 project definition will then be utilized in the development of the PDR and permitting documents. For budgeting purposes, it is assumed that up to six (6) conceptual level alternatives will be developed including conceptual flow schematics, maps and layouts. The CONSULTANT will not perform any detailed analysis and will not develop cost information in preparation for the project definition workshop

The CONSULTANT will develop and implement a facilitation approach to help build Water Supplier consensus to select the Phase 4 Project Definition during the workshop. To prepare for the workshop, the CONSULTANT will perform five preliminary interviews with each Water Supplier. The interview results will be used to facilitate this workshop to build consensus on a Phase 4 project definition.

Based upon results of the Phase 4 Project Definition Workshop, a workshop summary will be prepared to document the results.

Task 5.4. Raw Water Intake and Pump Station Siting Analysis

Under the 2009 PDR/EID, the SJR Intake and Pump Station was located on a canal off of Taylor Creek on the south side of SR 520 after analysis of five river intake sites. The SR 520 site was selected by the Water Suppliers due to cost considerations with a shorter raw water transmission route which also provided less environmental impact. The 2009 PDR noted that the capacity of the canal and the culvert structure underneath SR 520 hydraulically connecting the system to the SJR would need to be analyzed to confirm capacities for withdrawal and any canal dredging requirements. The location is within the Tosohatchee Wildlife Management Area and near recreation areas (primarily fishing and boating).

Task 5.4 will include additional work to confirm siting of the intake for SJR withdrawals for inclusion in the PDR and the CUP application. Based on the results of the siting analysis, a preliminary design of the SJR intake and pump station will be prepared for inclusion in the PDR as described in Task 5.5. To confirm the intake location for future permitted river withdrawals, the CONSULTANT will perform the tasks described below. Note that scope does not include investigating alternative intake locations outside the vicinity of SR 520, and it is assumed if geotechnical support or public outreach is needed to finalize intake location that the Task 10 allowance will be used upon approval by Water Suppliers.

TASK 5.4.1. DATA COLLECTION

The CONSULTANT will gather river and channel geometry (width and depth) from existing information if available. The data will be required for the St. Johns River, Taylor Creek and connecting channel; and be of sufficient quality as to determine the cross-sectional area of these water bodies. If this data is not available, the CONSULTANT will need to develop a field program to obtain the required data. At this time, it is anticipated that surveying will be needed to gather the required data and the CONSULTANT's fee includes a budget to perform surveying. Surveying will be performed by BFA, a subconsultant to HDR.

BFA will perform a Topographical Survey to include river/canal bottoms at the proposed St. Johns River Intake site. The approximate extent of the survey is illustrated below. To acquire this information, BFA will run over thirty (30) cross-sections along Taylor Creek approximately every 100' and extending 30' beyond the top of bank. BFA will locate the edge of pavement on SR 520 every 50' and will establish horizontal and vertical survey control that will be tied to the State Plane Coordinate System and the North American Vertical Datum of 1988. Deliveries for this task will be a digitally signed survey in PDF and a Civil 3D file.



TASK 5.4.2. MODELING FOR INTAKE SITING

A time-variable (TV), two-dimensional (2D) hydrodynamic model of the St. Johns River and proposed intake location will allow evaluation of water transport to the proposed intake from the St. Johns River through the connecting channels, including Taylor Creek. The 2D hydrodynamic model uses upstream river flows, river water levels, river and channel geometry and meteorological conditions to calculate the movement of water through the river to the proposed intake location. This will include calculating where the water comes from (i.e., Taylor Creek or the connecting channel) and the water velocity through the creek and channels for evaluating potential scour and channel changes due to the proposed intake. The following tasks are proposed to complete the river modeling for the proposed intake. It is proposed to use the DHI MIKE2D hydrodynamic model for this effort.

TASK 5.4.2.1 MODEL GRID & GEOMETRY

The river study area will be segmented into horizontal model grid cells to build a 2D representation of the river, creek and connecting channels. These horizontal model grid cells will include lateral segmentation across the river width and longitudinal segmentation along the length of the river. The model grid cells will be on the order of 10-meters. Once the model grid is complete, the available depth data will be used to assign water depths to each horizontal model grid cell. The resulting model grid will be applicable for low flow (low water level) and high flow (high water level) conditions in the river.

TASK 5.4.2.2 MODEL SETUP & TESTING

After developing the model grid, the CONSULTANT will prepare model inputs (i.e., upstream river flows for Taylor Creek and the St. Johns River outflow from Lake Poinsett, intake flow, and meteorological conditions) for low- and high-flow periods. These two modeling periods will be run to reach a quasi-steady state condition. Model testing will include evaluating calculated river water levels and/or water depth to available data; and for the two (2) flow conditions comparisons to area inundated will be evaluated. This testing will be completed for the existing condition without the proposed intake to establish a baseline condition.

TASK 5.4.2.3 INTAKE LOCATION EVALUATIONS

Two (2) intake locations will be evaluated with the 2D model: the proposed location on the south side of SR 520; and a location on the north side of SR 520. These model evaluations will be completed for the two (2) river flow conditions at two (2) intake flow rates (e.g., average and high) for a total of eight (8) model runs. The model output for these eight (8) runs will include water velocity as time series graphics at selected locations; and spatial maps of calculated water velocities. These calculated velocities can be used to evaluate the potential for scour and/or channel changes.

TASK 5.4.2.4 MODEL EVALUATION DOCUMENTATION

The CONSULTANT will document the data used for model setup and the model results in a draft TM along with various graphics and tables used in the intake location evaluations. After receiving consolidated comments on the draft TM, we will incorporate agreed upon comments into a final TM that will be the deliverable for this task.

Task 5.5. SJR Intake and Pump Station Facilities

Once the intake location is finalized, the CONSULTANT will prepare the PDR section for the SJR Intake and Pump Station Facilities. The section will include site plan, equipment requirements plan/section of intake and pump station.

Task 5.6. TCR Discharge, Intake/Pump Station and Treatment Facilities

Based on the Phase 4 project definition determined in Task 5.3 and selected TCR discharge location from Task 5.4, the CONSULTANT will prepare the PDR sections for required treatment facilities in Phases 2 through 4 and TCR facilities based on layouts prepared in Task 5.3. The PDR sections will summarize infrastructure and equipment requirements, provide a proposed hydraulic profile and process schematic, and preliminary site plans.

Task 5.7. Conveyance

5.7.1. FINISHED WATER TRANSMISSION ALIGNMENT

As mentioned in Task 5.3, a Water Transmission Routing Study [January 2020 by CHA Consulting (previously Reiss Engineering)] was performed to investigate various alternative alignments for transmission of water from the TCR to the western Water Suppliers. The study concluded that Water Suppliers next steps are to reach a consensus on a preferred pipeline route based on the information provided, meetings with Orange County Utilities and meetings with potential permitting agencies. The CONSULTANT shall review the results of the study and attend up to

four (4) coordination meetings with the Water Suppliers and/or CHA Consulting as the Water Suppliers move towards consensus on the selected routes.

The CONSULTANT assumes that others will continue working on the recommended next steps with the Water Suppliers to gain consensus on the finished water pipeline routes. The selected routes will be provided to the CONSULTANT and included into the PDR as described in Task 5.7.2. CONSULTANT participation on routing and alignment work is purely coordination, and Water Suppliers are responsible for determining best routes for finished water transmission.

5.7.2. CONVEYANCE SECTION

The CONSULTANT shall develop the conceptual design of the raw and finished water conveyance systems for the Project. The conceptual design shall be advanced to an approximate 10% level of detail and will include the preliminary design evaluation of piping alignments, utility corridors, piping materials and quantities.

With consensus guidance from the Water Suppliers, the CONSULTANT will develop a project hydraulic standards TM, which, upon final approval, will serve as the guiding document for conceptual design of transmission and distribution piping systems. Each Water Supplier utilizes its own hydraulic design standards, and these standards may not all be the same. The CONSULTANT shall obtain and review the different standards from each Water Supplier and shall develop a recommended set of common standards, based on the most stringent standards or another rational approach. In a draft TM, the CONSULTANT shall summarize and present (at a regularly scheduled Project status meeting) a recommended set of consensus hydraulic design standards to the Water Suppliers for review, shall coordinate a discussion, and shall gain consensus from the Water Suppliers on the preferred set of hydraulic design standards. The CONSULTANT shall document the agreed set of hydraulic standards in a final TM. At a minimum, this Project hydraulic standards memorandum will address system pressures, maximum velocities, pipe materials, preferred locations and installation methods, spacing from other utilities, valves and air release valves, and other pertinent design considerations that would benefit from system-wide uniformity.

Based on the alternatives developed in the separate alignment study reviewed under Task 5.7.1, the transmission line siting agreement, and the approved Project hydraulic standards, the CONSULTANT shall perform a conceptual hydraulic modeling analysis of the following Project components:

- Raw water pipeline from the SJR intake to the TCR, including optional ASR system interconnects if needed.
- Raw water pipeline from the TCR to the Dyal WTP.
- Finished water pipelines from the Dyal WTP to the Water Suppliers' points of delivery/ interconnect locations (Project Phase 2, Phase 3, and Phase 4 alternative).
- Raw water pipelines from the TCR to the Water Suppliers point of delivery/interconnect locations (Project Phase 4 alternative).

The primary purpose of the conceptual hydraulic modeling analysis will be to determine recommended pipe sizing and pumping requirements for cost estimating and to evaluate potential

route alignment alternatives. A pipeline system hydraulic model shall be developed by the CONSULTANT at a conceptual level using Bentley *WaterGEMs* hydraulic modeling software. To facilitate development of the conceptual-level model, the CONSULTANT shall collect pertinent data which may include the following:

- Existing topographical or LiDAR data for the proposed pipeline corridors.
- As defined by each Water Supplier, required delivery point (location) and delivery pressure needs for connecting to existing piping systems for each Water Supplier.
- Proposed roadway or corridor improvements identified in Florida Department of Transportation, Central Florida Expressway Authority, or local government capital improvement plans.
- Existing or proposed utility information or plans along the identified transmission corridors.
- Property appraiser parcel data along the identified transmission corridors.

For the raw water pipeline from the SJR intake to the TCR, the CONSULTANT shall evaluate up to two (2) alternative conveyance corridors/points of delivery of SJR water into the TCR. As mentioned in Task 5.7.1, the corridor(s) preferred by the Water Suppliers for the transmission pipeline(s) from the TCR to the western delivery points will be identified by the separate routing study. The CONSULTANT shall utilize the Water Supplier agreed upon western transmission route(s) without further evaluation of alternative corridors.

Under this task, the CONSULTANT shall review property appraiser database information and identify parcel ownership along each evaluated SJR intake pipeline corridor alternative and along the defined western transmission pipeline corridor(s). The CONSULTANT shall also assess alternatives for pipeline sizes (diameters) and number of pipelines required for the western transmission/delivery pipeline(s).

Based on the conveyance analyses and conceptual design efforts described above, the CONSULTANT shall prepare the draft Conveyance Sections in the PDR.

Task 5.8. Electrical and I&C

The CONSULTANT will review and update the preliminary one-line diagrams and electrical room layouts provided in the 2009 PDR and also provide a description of electrical service requirements for cost estimating purposes. The 2009 I&C section will also be reviewed and updated per defined Project.

Task 5.9. Cost Estimating

The CONSULTANT will prepare Class 4 cost estimate based on 10% design documents for the selected project. Class 4 cost estimate is defined by AACE to be based on preliminary engineering from 1-15% with expected accuracy range of -15% to -30% on the low side and +20% to +50% on the high side. Cost estimate will be documented in a section of the PDR and based on current information at the time of cost estimate preparation. Project cost estimates will need to be updated as the project progresses or if significant delays occur.

Task 5.10. Draft and Final PDR

The CONSULTANT will consolidate the work described in Task 5 into a single stand-alone PDR. Since we will be utilizing some of the past work in the 2009 PDR, the CONSULTANT will develop the report in a manner that is prescribed in Florida Statutes for utilizing work performed by other engineers and will take full ownership of its content.

A draft report will be presented to the Water Suppliers in a workshop and then submitted to the Water Suppliers for review. Review comments will be consolidated, and a log will be maintained regarding comment adjudication. A final report will be submitted to Water Suppliers six (6) weeks after review comments have been deemed adequately addressed by Water Suppliers.

Task 5 Deliverables:

- Project Definition Workshop Summary
- Agenda and meeting summaries for PDR Meetings
- Draft and final versions of PDR Technical Memoranda
- Draft and Final PDR

Task 5 Meetings:

- One (1) Phase 4 Project Definition Workshop
- Four (4) coordination meetings on Finished Water Transmission Alignment

Task 6 – St. Johns River Intake, Pump Station and Raw Water Transmission – 30 Percent Design

The Task 6 scope of work includes development of 30 percent design documents for the raw water intake withdrawing from the St. Johns River near the confluence of Taylor Creek including the raw water pump station, screens, and the raw water pipeline. It is anticipated that these facilities may be located within the Tosohatchee Wildlife Management Area owned by the State of Florida. The intent of this work is to develop the design to a level to identify required infrastructure footprints to facilitate land acquisition for the intake, pump station and raw water transmission pipeline required to deliver raw water from the SJR to the TCR and support obtaining State and Federal environmental permits. The 30 percent design documents will build off the work developed in Task 5 for the preliminary design of the SJR intake/pump station and the raw water transmission from the SJR to the TCR.

Design of the new raw water intake and pumping station to 30 percent design level will include:

- Pump station site geotechnical and subsurface condition assessment utilizing allowance in Task 10
- Finalizing siting and sizing raw water intake pump station
- Design of intake screens and cleaning systems with equipment recommendations
- Design of caisson style circular wet well with provisions to satisfy Rotodynamic Pumps for Pump Intake Design (ANSI/HI 9.8-2018)
- Select and size pumps to provide firm capacity at projected design capacity.
- Process mechanical layout and design.

- Process and yard pipe design.
- Transient control evaluation and mitigation.
- Code compliance.
- Provisions for metering
- Evaluation of emergency power generation and/or back up power supply.
- Electrical, I&C and structural disciplines will be investigated to a level to confirm site requirements, but no formal drawings are anticipated for the 30 percent design

Design of raw water transmission pipeline from the new raw water intake and pumping station to the TCR to a 30 percent design level will include:

- Geotechnical and subsurface evaluation of pipe alignment utilizing geotechnical allowance in Task 10 as needed.
- Pipe plan sheets at scale 1 inch = 200 ft with 1 inch = 40 feet for utility road and sensitive environmental crossings.
- 30 percent design of piping, valving, and appurtenances for a fully functioning, reliable hydraulic system.
- A transmission corridor design that allows for Owner's access for all future operations and maintenance activities.
- Electrical, I&C and structural disciplines will be investigated to a level to confirm site requirements, but no formal drawings are anticipated for the 30 percent design

CONSULTANT will submit the draft design package for review and utilize project status meetings for reviews of the package. Once CONSULTANT receives comments from the Water Suppliers, design package will be finalized. Please note that environmental analyses required to develop the design package will be executed under Task 7.

Task 6 Deliverables:

- Draft and final 30 percent design package for Raw Water Intake, Pump Station and Raw Water Transmission

Task 6 Meetings:

- None

Task 7 – Environmental Permitting

Task 7 will encompass activities for NEPA compliance (if needed) and environmental permitting including USACE or FDEP Section 404, Florida Department of Environmental Protection (FDEP) Environmental Resource Permit/Sovereign Submerged Lands (ERP/SSL) and FDEP National Pollutant Discharge Elimination System (NPDES) Permit (if needed).

Note that permits specifically required for L-73 improvements and TCR operating level change are not included in scope of work based on the assumption that the SJRWMD will be responsible for these permits. However, CONSULTANT activities defined throughout this task order may be utilized in support of these permits for L-73 modifications and TCR, if needed. Initial discussions

with the SJRWMD, FDEP and the Water Suppliers will determine the CONSULTANT's level of support to SJRWMD and permit requirements. The Task 10 allowance will be utilized based on defined scope of work approved by Water Suppliers for several activities in Task 7.

Task 7.1. NEPA Coordination

As needed, CONSULTANT will assign a NEPA coordinator to oversee the development of the work products in Tasks 2 through 5 with regards to compliance with NEPA. The NEPA coordinator will perform the following activities:

- Review 2009 Environmental Impact Document to identify information to be updated in support of further alternatives analysis for Task 5.
- Participate in internal team coordination meetings to discuss alternatives development.
- Participate in Water Supplier meetings and workshops where infrastructure alternatives are being reviewed to guide CONSULTANT and Water Suppliers with regards to decision making process and documentation for NEPA compliance.

The NEPA coordinator will be budgeted for 16-hours per month over an 18-month schedule. Budget also includes a Senior NEPA Practitioner for 4 hours per month over an 18-month period as needed. If additional coordination is required, the CONSULTANT will request amendment from Water Suppliers.

Task 7.2. Regulatory Meetings

The CONSULTANT will prepare for and attend up to eight (8) regulatory agency meetings for permit pre-application, and regulatory agency coordination. It is anticipated that the USACE Jacksonville District and FDEP Central District will be the main regulatory agencies required for these meetings, but other agencies may also be involved. For budgeting purposes, it is anticipated the USACE meeting will be in Jacksonville and FDEP meetings will be in Orlando.

Task 7.3. Environmental Assessments

As the Project is developed and initial meetings with regulators help define permitting requirements, environmental assessments will be required to complete environmental documents and permit applications. The CONSULTANT will prepare a level of effort estimate and scope of work to utilize the Task 10 allowance and will only initiate work once Water Suppliers have approved scope and fee and given notice to proceed in writing. If the CONSULTANT is requested to perform work with a level of effort that exceeds allowance, the CONSULTANT will request a modification to task order.

Task 7.4. Environmental Document

An environmental document is defined in this scope of work as an environmental assessment document (EA) or an environmental impact statement (EIS) which may be required as part of NEPA compliance to obtain USACE environmental permits. The requirements for an environmental document and the CONSULTANT's role in preparing an environmental document will be defined as the Project progresses. The CONSULTANT will prepare a level of effort estimate and scope of work to utilize all or a portion of the Task 10 allowance (if needed) and will only initiate work once Water Suppliers have approved scope and fee and given notice to proceed in

writing. If the CONSULTANT is requested to perform work with a level of effort that exceeds allowance, the CONSULTANT will request a modification to task order.

Task 7.5. Permitting Application Preparation

The CONSULTANT will prepare permit applications for USACE or FDEP Section 404, FDEP ERP/SSL and NPDES as required by regulatory agencies. Draft application packages will be prepared utilizing information gathered in Tasks 2 through 6 and submitted to Water Suppliers for review. Budget for this task includes preparing forms and consolidating information developed in the other reference tasks. Budget for new assessments and documentation are not included in the fee. Once review comments are received and addressed, final application packages will be submitted to regulatory agencies with appropriate documentation. It is anticipated that permit applications will be prepared for river intake, raw water pump station, raw water pipelines and TCR discharge structures. HDR will work with Water Suppliers regarding timing and approach for other potential permits for future projects for treatment and conveyance to Western Water Suppliers.

Task 7 Deliverables:

- Agenda and meeting summaries
- Draft and final versions of permit application packages

Task 7 Meetings:

- Up to eight (8) Regulatory Meetings

Task 8 – Property Rights Acquisition

This task will focus on obtaining rights to state lands for river intake and pipelines in the Tosohatchee Wildlife Management Area. In order to secure the necessary property rights over state-owned lands so the Project facilities may be constructed, the CONSULTANT will act as a liaison between the Water Suppliers and the State of Florida, including the Department of Environmental Protection and the Division of State Lands, to facilitate securing the appropriate conveyance documents. Required property descriptions will be developed as needed utilizing the allowance provided in Task 10.

Should acquisition services for the real property rights for privately held property be required or should license agreements or rights of entry be required for privately-held property, then the CONSULTANT shall propose a separate scope of services and fee quote for such services for use of allowance or amendment.

Task 8 Meetings:

- Two (2) meetings with FDEP and State Lands

Task 9 – Public Outreach

The purpose of this task is to develop the framework for the overall public outreach program approach. The focus of these workshops includes but is not limited to a focus on risks and rewards

to facilitate decisions on overall strategy for successful public involvement that ultimately meets all Project requirements, including compliance with NEPA (if needed).

Task 9.1. Public Outreach Strategy Development

Task 9.1.1. Public Outreach Meeting No. 1
Conduct an initial meeting (Public Outreach Meeting No. 1) with Project leadership and communications/customer relations staff to discuss the framework for developing a public outreach approach. The outcome of this meeting is a unified vision for public outreach and a clear understanding on how the strategy will be developed.

Task 9.1.2. Public Outreach Meeting No. 2
Following the initial meeting, the CONSULTANT will consolidate each Water Suppliers' public outreach objectives. The CONSULTANT will also perform desktop research on up to five similar outreach programs and present that information at a collaborative workshop (Public Outreach Meeting No. 2) to discuss issues, opportunities, goals and principles, Project branding, and Project stakeholders.

The above discussions will seek understanding and input on topics such as social and political risks, media techniques, and public relations protocols. Attendees may include organizational decision makers for each of the Water Suppliers including and expanding on those participants from Public Outreach Meeting No.1.

Task 9.1.3. Public Outreach Meeting No. 3
Utilizing information gathered from the previous two meetings, the CONSULTANT will develop a draft Public Outreach Plan in presentation mode. The outcomes of this workshop will seek to build a collation of support for the Public Outreach Strategy and implementation recommendations. Attendees will include those participants from Public Outreach Meeting No.2.

Task 9.1.4. Public Outreach Strategy
Considering comments and suggestions at the meetings, the CONSULTANT will develop the Public Outreach Strategy TM. The public outreach strategy will detail the communication methods that will be implemented to inform and engage stakeholders on the Project including regulatory requirements. The plan will also include:

- Stakeholder analysis and contact database
- Branding guidelines and key message development
    - Branded Project templates
- Communications and marketing tools and mediums (i.e. website, newsletters)
- Contact and comment management protocols
- Media protocol
- Social media management protocol
- Schedule of implementation

If consideration of climate change, sea level rise and environmental justice is required by federal law, agency rule or guidance, or applicable Presidential Executive Order, an allowance or amendment request will be made to address requirement.

Task 9.2. Public Outreach Implementation

Public outreach will be implemented based on the activities and schedule developed under the Water Supplier approved public outreach strategy (Task 9.1.4). The CONSULTANT will initiate public outreach implementation once the Water Suppliers have approved the level of effort and given notice to proceed in writing to utilize allowance or issuance of an amendment.

Task 9 Deliverables:

- Draft meeting agenda and presentations for workshops.
- Draft and final meeting minutes for each workshop.
- Draft and final Public Outreach Strategy TM.
- Draft and final TM summarizing the findings.
    - A contact database with address and email (if applicable) for identified stakeholders.
    - Branded Project templates including MS Word and MS PowerPoint
- Draft and final level of effort for approved public outreach strategy.

Task 9 Meetings:

- Three (3) Public Outreach Strategy Meetings

Task 10 – Allowance

A recommended allowance of $1,500,000 to address additional items that may be needed beyond current scope and fee. Potential allowance needs have been identified in the scope of work and assumptions, and the allowance may also be used for other needs identified and approved by the Water Suppliers. A detailed scope, schedule, and budget will be submitted for approval with each Allowance request.

Assumptions

1. CONSULTANT will submit draft deliverables for review, receive Water supplier comments and adjudicate comments. Water Suppliers will then receive a final draft document to ensure that comments were addressed adequately. Once HDR has received Water Supplier acknowledgment on final draft, CONSULTANT will issue the final document. Water Suppliers will make every effort to conform to this process and not issue additional new comments during the period of final draft review.
2. The CONSULTANT will manage the logistics and invitations for all workshops and meetings.
3. Meeting summaries and TMs will be delivered electronically to Water Suppliers and hard copies will be supplied when requested.
4. PDRs will be delivered electronically, and five (5) hard copies will be delivered for both draft and final documents.

5. Task Order does not include support for responding to permit protest or to provide engineering support to individual Water Suppliers to incorporate TCR/SJR water supply into their systems.
6. Water Suppliers will make requested decisions in a timely fashion to not cause delay in Project tasks.
7. The CONSULTANT is not responsible for developing water demand projections for individual water suppliers.
8. Aquifer storage and recovery will not be considered as an alternative to improve water supply reliability.
9. No additional geotechnical sampling or testing will be provided by HDR to support SJRWMD L-73 improvements design.
10. SJRWMD retains the sole responsibility for the design and permitting of the TCR L-73 improvements. Attachment A further defines CONSULTANTS peer review services as well as mutual waiver of claims and consequential damages for peer review services.
11. The CONSULTANT will not evaluate other intake locations other than efforts defined in Task 5.4.
12. Payment of permitting fees will be from the Task 10 allowance.
13. The Task 10 allowance may be used upon approval by Water Suppliers for geotechnical and surveying effort, including the potential geotechnical field work around the SJR intake location requiring an amphibious rig to complete intake siting and 30% design, as well as additional surveying potentially required to obtain property rights from the State of Florida for infrastructure within State Lands.
14. Implementation of Public Outreach activities will be at the discretion of the Water Suppliers and will be funded by use of the allowance or an amendment. Level of effort will be developed based on the activities outlined in the public outreach strategy document for Water Supplier approval.
15. Support and coordination of an environmental document preparation (if needed) will be funded by use of the allowance or an amendment. Level of effort will be developed based on requirements developed with regulatory agency for Water Supplier approval.
16. Data collection and field work that may be required to perform biological assessments such as wetland delineations, and threatened and endangered species surveys will be funded by the allowance or an amendment. Level of effort will be developed based on requirements developed with regulatory agency for Water Supplier approval.
17. If regulatory requests for additional information on the permit application packages submitted in Task 7.5 are particularly complex, or if the number and complexity of RAI questions received are particularly large, additional out-of-scope services may be required for the CONSULTANT to assist the Water Suppliers to address outstanding issues on the referenced permit applications. CONSULTANT will request use of allowance or an amendment for additional level of effort for Water Supplier approval.
18. Labor and expenses for any water quality sampling and analyses on water sources, blends and treated water from Cocoa’s Dyal WTP are not included in this task order . Additional water quality analyses will only be initiated after approval from Water Suppliers to move forward with recommendations for additional sampling from the TM produced under Task 3.2 and will be authorized for use under the allowance or an amendment.

19. The CONSULTANT assumes that a treatment technology evaluation for any phase will not be performed, and that the treatment concept documented in the 2009 PDR is adequate for future planning. However, if additional treatment technology evaluations are recommended based on review of raw water quality in Task 3, the CONSULTANT will request use of the Task 10 allowance or an amendment.
20. City of Cocoa's compliance point for finished water quality will be the point of connection as finished water leaves the Cocoa Dyal WTP and connects to the finished water transmission main on SR 520 for any Project phase. CONSULTANT will not be required to evaluate water quality degradation in the finished water transmission main and it will be the responsibility of the other Water Suppliers to re-treat water to meet regulations prior to distribution into their water distribution systems.
21. If Water Suppliers do not reach consensus on the definition of Phase 4 facilities as part of scope defined in Task 5.3, HDR will either request use of the Task 10 allowance or an amendment for out-of-scope services for additional services to define Phase 4 facilities.
22. Property rights acquisition other than those described in Task 8 will be considered additional services.
23. The kickoff workshop will either be held at the OCU Administration Building offices in Orlando or via virtual web conference and will last up to 6 hours.
24. The Project status meetings will either be held at the OCU offices in Orlando or via virtual web conference, and each meeting will last up to 4 hours.
25. The Water Suppliers shall furnish CONSULTANT with available studies, reports and other data pertinent to the Project within 2-weeks of request, and obtain or authorize CONSULTANT to obtain or provide additional reports and data as required.
26. Water Suppliers shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform the Scope of Services hereunder.
27. The Water Suppliers have agreed to a $625,000 allowance, which is defined in Task 10. The CONSULTANT will submit proposals to the Water Suppliers to request use of allowance funds. The CONSULTANT will initiate work once Water Suppliers have approved proposals to utilize an allowance and notice to proceed is granted in writing.
28. Other than allowances and out-of-scope work, the CONSULTANT will be allowed to manage costs between tasks as long as the total not-to-exceed fee is not exceeded.

Schedule

This Task Order is estimated to be completed within 36 months from receipt of notice to proceed. Schedule will be dependent on timely reviews, meetings and information obtained from Water Suppliers and regulatory agencies.

Subconsultants

Work performed under this task order will include the use of subconsultants. At this time, the CONSULTANT estimates to utilize the following subconsultants under the described general activities below, but reserves the right to utilize other subconsultants if the need arises:

- Carollo will lead all CUP and Joint Operating Protocol tasks as well as participating in select monthly status meetings.
- BFA will assist in PDR activities to utilize their past work on infrastructure siting in the 2009 PDR/EID. They will also provide support for environmental assessment work and surveying as required.
- ASRus will be utilized only if Water Suppliers decide to assess ASR for resource reliability utilizing Task 10 Other Allowances or an amendment.
- MC2 will be used for geotechnical analyses.
- Compass Realty will be utilized if any real estate appraisal services are requested by the Water Suppliers.

Compensation

Compensation for the services authorized under this task order will be provided using compensation method stated in table below as described in the TECHNICAL CONSULTANT AGREEMENT FOR TCR/SJR PERMITTING SERVICES between HDR and the City of Cocoa dated January 13, 2019, with a fee of $4,514,117.00. Costs are summarized below by task and detailed fee descriptions are in Attachment A for HDR and subconsultant tasks.

Task No	Task Name	Compensation Method	Labor	Sub-Consultant	Allowance	Total
1	Project Management and Water Supplier Coordination	Lump sum	$665,655	$153,399	$0	$819,054
2	Consumptive Use Permitting and Joint Use Protocol	Lump Sum	$89,416	$343,178	$0	$432,594
3	CUP Request for Additional Information and Supplemental Analysis	Time and Materials	$23,210	$106,198	$0	$129,408
4	Water Quality	Lump Sum	$136,070	$16,036	$0	$152,106
5	Preliminary Design Report	Lump Sum	$557,808	$66,845	$0	$624,653
6	SJR Intake, Pump Station and Raw Water Transmission - 30% Design	Lump sum	$314,978	$0	$0	$314,978
7	Environmental Permitting	Time and Materials	$281,281	$46,485	$0	$327,766
8	Property Rights Acquisition	Time and Materials	$60,580	$0	$0	$60,580
9	Public Outreach	Lump Sum	$45,368	$6,560	$0	$51,928
10	Other Allowances	TBD	$0	$0	$1,500,000	$1,500,000
	Subtotal		$2,176,365	$738,701	$1,500,000	$4,415,067
					Expenses	$101,050
					Grand Total	$4,514,117

Levels of effort for tasks identified for time and materials compensation method are estimates based on the best information available at the time of task order development assuming work begins by December 1, 2024. As the tasks are better defined, actual levels of effort required and associated fees might differ and will require coordination between the CONSULTANT and the City of Cocoa.

Attachments

Attachment A – Detailed Fee Breakdown

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for HDR Engineering, Inc.
By _____	By Katie E. Dietz
Title _____	Title Vice President
Date _____	Date 09/20/2024

Attachment A – Detailed Fee Breakdown

Attachment A
Taylor Creek Reservoir/St. Johns River Water Supply
Permitting Project Task Order No X
Detailed Fee Breakdown

| Sub-Task # | Task Description | HDR Manhour Estimates | | |

Attachment A
Taylor Creek Reservoir/St. Johns River Water Supply
Permitting Project Task Order No X
Detailed Fee Breakdown

Sub-Task #	Task Description	HDR Manhour Estimates																																			Total Hours	Total Labor	Subconsultants		Total Subconsultants SUBS	Allowances		Total
	Hourly Rate	Project Principal/QC	Senior Reviewer/Consultant	Senior Reviewer/Consultant	Senior Reviewer/Consultant	Senior Engineer/Consultant II	Senior Engineer/Consultant I	Senior Engineer/Consultant II	Senior Engineer/Consultant I	Project Engineer/Consultant I	Project Engineer/Consultant III	Project Engineer/Consultant III	Project Engineer/Consultant I	Junior Engineer/Consultant I	Senior Engineer/Consultant I	Project Engineer/Consultant II	Project Engineer/Consultant III	Senior Engineer/Consultant I	Senior Designer	Senior CADD/GIS	CADD	Project Engineer/Consultant I	Project Engineer/Consultant III	Project Engineer/Consultant I	Engineer-In-Training	Senior CADD/GIS	Senior Engineer/Consultant II	Sr. Communications Spec.	Website/Graphics Des. Sr	Website/Graphics Des.	Project Manager	Project Controls Specialist	Administrative	Engineer-In-Training			Carollo*	BFA*				
		$ 299	$ 299	$ 299	$ 299	$ 275	$ 250	$ 275	$ 250	$ 175	$ 225	$ 225	$ 175	$ 155	$ 250	$ 200	$ 225	$ 250	$ 185	$ 155	$ 130	$ 175	$ 225	$ 175	$ 135	$ 155	$ 275	$ 165	$ 170	$ 150	$ 250	$ 150	$ 105	$ 135								
TASK 5 PRELIMINARY DESIGN REPORT																																				$ -				$ -			$ -
5.1	Regulatory Review Update	2	16							40	32												16							8		8			122	$ 26,022			$ -			$ 26,022
5.2	Basis of Design	4								16	40			24																12		4			100	$ 20,136			$ -			$ 20,136
5.3	Phase 4 Project Definition	24	40		8					24	24	12							8		40		8					8	8	4					208	$ 45,868			$ -			$ 45,868
5.4	Raw Water Intake and Pump Station Siting Analysis																																		-	$ -			$ -			$ -
5.4.1	Data Collection	4							20	20			40											20											104	$ 20,196		43,406.22	$ 43,406			$ 63,602
5.4.2	Modeling for Intake Siting			32					140	20			80	20										120											412	$ 86,168			$ -			$ 86,168
5.5	Raw Water Intake and Pump Station	4	12		24		12			24	24			16							24		16		8					4		8			176	$ 36,680			$ -			$ 36,680
5.6	TCR Discharge/Intake/Pump Station and Treatment Facilities	4	24		12		12			60	80									8	40		24			12				4		8			288	$ 59,000			$ -			$ 59,000
5.7	Conveyance																																		-	$ -			$ -			$ -
5.7.1	Finished Water Transmission Alignment	12	4		12					20																									48	$ 11,872			$ -			$ 11,872
5.7.2	Conveyance Section		24		80					120	120																								344	$ 79,096			$ -			$ 79,096
5.8	Electrical and I&C		4					8		12					8	40	24			8	32										4				140	$ 27,296			$ -			$ 27,296
5.9	Cost Estimating	8	12					8		20				40																			100	192	$ 32,380			$ -			$ 32,380
5.10'	Draft and Final Engineering Report	16	40		30	24	24	24		80	40	16		60	16	16	16	12			16		16					4	24	24		24			522	$ 113,094		23,438.62	$ 23,439			$ 136,533
																																			-	$ -			$ -			$ -
	TASK 5 SUBTOTAL	**78**	**176**	**32**	**166**	**24**	**48**	**40**	**160**	**456**	**360**	**28**	**120**	**160**	**24**	**56**	**40**	**12**	**8**	**16**	**152**	**0**	**80**	**140**	**8**	**12**	**0**	**0**	**12**	**32**	**64**	**0**	**52**	**100**	**2,656**	**$ 557,808**	**$ -**	**66,845**	**$ 66,845**	**$ -**	**-**	**$ 624,653**
TASK 6 ST JOHNS RIVER INTAKE, PUMP STATION AND RAW WATER TRANSMISSION-30 PERCENT DESIGN																																				$ -				$ -			$ -
6.1	30% Design Package	8	84				24	140		220	200	20		128	8	40	40	40	48	200	300	0	24	0	4	30	0	0	0	0	40		12	40	1,650	$ 314,978			$ -			$ 314,978
																																			-	$ -			$ -			$ -
																																				$ -				$ -			$ -
	TASK 6 SUBTOTAL	**8**	**84**	**0**	**0**	**0**	**24**	**140**	**0**	**220**	**200**	**20**	**0**	**128**	**8**	**40**	**40**	**40**	**48**	**200**	**300**	**0**	**24**	**0**	**4**	**30**	**0**	**0**	**0**	**0**	**40**	**0**	**12**	**40**	**1,650**	**$ 314,978**	**$ -**	**-**	**$ -**	**$ -**	**-**	**$ 314,978**
TASK 7 ENVIRONMENTAL PERMITTING AND NEPA COMPLIANCE (Time and materials)																																				$ -				$ -			$ -
7.1	NEPA Coordination		40							213													100									24			377	$ 74,168		30,950.35	$ 30,950			$ 105,118
7.2	Regulatory Meetings	64	40							191													160		60	24	24			24		24			611	$ 124,974		15,534.95	$ 15,535			$ 140,508
7.3	Environmental Assessments		40																																40	$ 11,960						$ 11,960
7.4	Environmental Document																																		-	$ -						$ -
7.5	Permitting Application Preparation		40							40	80			80									24			60				24		24			372	$ 70,180			$ -			$ 70,180
																																			-	$ -			$ -			$ -
	TASK 7 SUBTOTAL	**64**	**160**	**0**	**0**	**0**	**0**	**0**	**0**	**443**	**80**	**0**	**0**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**284**	**0**	**60**	**84**	**24**	**0**	**0**	**48**	**0**	**0**	**72**	**0**	**1,399**	**$ 281,281**	**$ -**	**46,485**	**$ 46,485**	**$ -**	**-**	**$ 327,766**
TASK 8 PROPERTY RIGHTS ACQUISITION (Time and Materials)																																				$ -				$ -			$ -
8.1	Property Rights Acquisition	24																				245	24			22						16			331	$ 60,580			$ -			$ 60,580
																																			-	$ -			$ -			$ -
	TASK 8 SUBTOTAL	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**245**	**24**	**0**	**0**	**22**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**0**	**331**	**$ 60,580**	**$ -**	**-**	**$ -**	**$ -**	**-**	**$ 60,580**

Attachment A
Taylor Creek Reservoir/St. Johns River Water Supply
Permitting Project Task Order No X
Detailed Fee Breakdown

Sub-Task #	Task Description	HDR Manhour Estimates																																					Total Hours	Total Labor	Subconsultants		Total Subconsultants SUBS	Allowances		Total
	Hourly Rate	Project Principal/QC	Senior Reviewer/Consultant	Senior Reviewer/Consultant	Senior Reviewer/Consultant	Senior Engineer/Consultant II	Senior Engineer/Consultant I	Senior Engineer/Consultant II	Senior Engineer/Consultant I	Project Engineer/Consultant I	Project Engineer/Consultant III	Project Engineer/Consultant III	Project Engineer/Consultant I	Junior Engineer/Consultant I	Senior Engineer/Consultant I	Project Engineer/Consultant II	Project Engineer/Consultant III	Senior Engineer/Consultant I	Senior Designer	Senior CADD/GIS	CADD	Project Engineer/Consultant I	Project Engineer/Consultant III	Project Engineer/Consultant I	Engineer-In-Training	Senior CADD/GIS	Senior Engineer/Consultant II	Sr. Communications Spec.	Website/Graphics Des. Sr	Website/Graphics Des.	Project Manager	Project Controls Specialist	Administrative	Engineer-In-Training			Carollo*	BFA*					
		$ 299	$ 299	$ 299	$ 299	$ 275	$ 250	$ 275	$ 250	$ 175	$ 225	$ 225	$ 175	$ 155	$ 250	$ 200	$ 225	$ 250	$ 185	$ 155	$ 130	$ 175	$ 225	$ 175	$ 135	$ 155	$ 275	$ 165	$ 170	$ 150	$ 250	$ 150	$ 105	$ 135									$ -
TASK 9 PUBLIC OUTREACH (Time and Materials)																																				$ -				$ -			$ -
9.1	Public Outreach Strategy Workshop																																		-	$ -			$ -			$ -
9.1.1	Public Outreach Meeting No. 1	8																									12	6		4					30	$ 7,282	$ 6,560		$ 6,560			$ 13,842
9.1.2	Public Outreach Meeting No. 2	8																									12	24		15					59	$ 11,902			$ -			$ 11,902
9.1.3	Public Outreach Meeting No. 3	8																									12	6		15					41	$ 8,932			$ -			$ 8,932
9.1.4	Public Outreach Strategy	8																									16	24		15					63	$ 13,002			$ -			$ 13,002
9.2	Public Outreach Implementation																														17				17	$ 4,250			$ -			$ 4,250
																																			-	$ -			$ -			$ -
	TASK 9 SUBTOTAL	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**52**	**60**	**0**	**49**	**17**	**0**	**0**	**0**	**210**	**$ 45,368**	**$ 6,560**	**$ -**	**$ 6,560**	**$ -**	**-**	**$ 51,928**
																																							$ -			$ -
TASK 10 OTHER ALLOWANCES																																			0				$ -	$ 1,500,000		$ 1,500,000
	TASK 10 SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**-**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,500,000**	**-**	**$ 1,500,000**
K ORDER TOTAL		**972**	**488**	**90**	**178**	**24**	**72**	**180**	**300**	**1,975**	**640**	**48**	**304**	**704**	**32**	**96**	**80**	**52**	**56**	**216**	**452**	**245**	**428**	**340**	**72**	**148**	**92**	**60**	**12**	**261**	**1,069**	**220**	**574**	**140**	**10,620**	**$ 2,176,365**	**$ 612,360**	**126,341**	**$ 738,701**	**$ 1,500,000**	**-**	**$ 4,413,067**
EXPENSES																																										**$ 101,050**
RAND TOTAL																																										**$ 4,514,117**

Expense Detail

Item		Unit Price	Qty			Total	
Airfare		500	65			$ 32,500	
Hotel		150	130			$ 19,500	
Meals		50	130			$ 6,500	
Rental Car		60	130			$ 7,800	
Reproduction		na				$ 20,000	
Mileage		0.59	25000			$ 14,750	
Total						**$ 101,050**	

September 23, 2024

Mr. John “Jack” Walsh, PE
City of Cocoa, Utilities Director
351 Shearer Blvd
Cocoa, Fl 32922

RE: Requested Updates to Technical Consultant Agreement for TCR/SJR Permitting Services

Dear Jack,

Please find attached items required to update the existing HDR contract with the City of Cocoa called Technical Consultant Agreement for TCR/SJR Permitting Services dated February 13, 2019. HDR is requesting that two exhibits to the contract be updated including:

- Exhibit A Consultant’s Rate Schedule: Reference attached updated exhibit that is based on recent negotiations with the City and the Water Suppliers.
- Exhibit C Key Personnel: Reference attached updated exhibit of key personnel.

Please let me know if you have any questions or revisions.

Sincerely,
HDR Engineering, Inc.



Brenda van Ravenswaay, PE
Senior Vice President

Exhibit A

Consultant’s Rate Schedule

Taylor Creek Reservoir Permitting Project
HDR Contract Rates

Contract Title (Billing)	HDR Rates
Project Principal/QC	$299.00
Project Manager	$250.00
Senior Reviewer/Consultant	$299.00
Senior Engineer/Consultant II	$275.00
Senior Engineer/Consultant I	$250.00
Project Engineer/Consultant III	$225.00
Project Engineer/Consultant II	$200.00
Project Engineer/Consultant I	$175.00
Junior Engineer/Consultant II	$165.00
Junior Engineer/Consultant I	$155.00
Engineer-In-Training	$135.00
Senior Designer/GIS	$185.00
Senior CADD/GIS	$155.00
CADD/GIS	$130.00
JR CADD/GIS	$115.00
Sr. Communications Spec.	$165.00
Communications Spec	$140.00
Jr. Communication Spec.	$110.00
Website/Graphics Des. Sr	$170.00
Website/Graphics Des.	$150.00
Website/Graphics Des. Jr	$130.00
Project Controls Specialist	$150.00
Administrative	$105.00

Notes:

1. Billing rates are through December 31, 2025.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders or tasks and City will be billed based on actual hours by category designated for an individual employee and category assignments may be adjusted by HDR when needed.

4. Annual rate modifications for future years after 2025 under this agreement, at 3.5% recognizing overall rate cap in Note 5 below.

5. A rate cap of $320 per hour will be maintain until December 31, 2027. After time, HDR may request consideration to increase rate cap for Water Suppliers consideration.

6. Notes 1 through 5 apply to HDR and its subconsultants, Carollo and Barnes, Ferland and Associates. See rate schedules for these subconsultants as part of Exhibit A.

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

EXHIBIT A: FEE SCHEDULE
CAROLLO ENGINEERS, INC.
TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PHASE 1,
REGIONAL PERMITTING SERVICES
CONTRACT WITH HDR ENGINEERING, INC.

As requested, the following is information regarding the personnel hourly rates for our contract with HDR Engineering, Inc. for the City of Cocoa TCR/SJR Project Phase 1 master agreement.

Labor Classification	Billable Hourly Rate	Description	Typical Experience (yrs)
Engineers/Scientists			
Assistant Professional ES I	$140.00	EI	0-2
Assistant Professional ES II	$158.00	EI	3-4
Professional ES III	$174.00	PE	5-6
Professional ES IV	$196.00	PE	7-8
Project Professional ES V	$216.00	PE	9-11
Project Professional ES VI	$235.00	PE	12-14
Lead Project Professional ES VII	$254.00	PE	15-17
Senior Professional ES VIII	$299.00	PE	18+
Engineering Technicians			
Technician ET I	$93.00		
Technician ET II	$102.00		
Technician ET III	$110.00		
Technician ET IV	$119.00		
Senior Technician ET V	$135.00		
Senior Technician ET VI	$159.00		
Senior Technician ET VII	$183.00		
Senior Technician ET VIII	$204.00		
Engineering Aides			
Engineering Aide EA I	$93.00		
Engineering Aide EA II	$102.00		
Engineering Aide EA III	$110.00		
Engineering Aide EA IV	$119.00		
Senior Engineering Aide EA V	$135.00		
Senior Engineering Aide EA VI	$159.00		
Senior Engineering Aide EA VII	$183.00		
Senior Engineering Aide EA VIII	$204.00		
Office Staff			
Admin/Clerical	$111.00		
Word Processing	$118.00		

Notes:

1. These labor billing rates are valid through December 31, 2025.
2. These rates do not include other direct expense costs.
3. All reproduction, materials, equipment purchased, or other direct costs shall be billed at cost without mark-up, in accordance with the terms of the contract. Travel costs will be in accordance with City of Cocoa guidelines and will exclude Carollo local staff based in our Orlando office.
4. Starting January 1, 2026, Carollo reserves the right to request annual rate modifications of 3.5% per year in future years under this agreement.

Taylor Creek Reservoir/St. Johns River Permitting Project
BFA 2024 Rate Schedule (October 1, 2024 through December 31, 2025)

Individual classifications for personnel hourly rates are as follows:

Classification	Raw Hourly Rate	Overall Multiplier	Billable Hourly Rate
Principal Hydrogeologist	$80.00	2.82	$225.60
Senior Water Resources Specialist	$85.62	2.82	$241.45
Principal Engineer	$75.00	2.82	$211.50
Senior Engineer	$70.00	2.82	$197.40
Sr. Project Manager	$70.00	2.82	$197.40
Project Manager	$60.00	2.82	$169.20
Project Manager I	$55.00	2.82	$155.10
Project Engineer V	$50.00	2.82	$141.00
Project Engineer IV	$45.00	2.82	$126.90
Project Engineer III	$40.00	2.82	$112.80
Project Engineer II	$38.00	2.82	$107.16
Project Engineer I	$35.00	2.82	$98.70
Senior Designer	$42.00	2.82	$118.44
CAD V	$38.00	2.82	$107.16
CAD IV	$35.00	2.82	$98.70
CAD III	$30.00	2.82	$84.60
CAD II	$25.00	2.82	$70.50
CAD I	$20.00	2.82	$56.40
GIS Tech III	$40.00	2.82	$112.80

1230 Hillcrest Street • Suite 100 • Orlando, Florida 32803
Office (407) 896-8608 • Fax (407) 896-1822

Classification	Raw Hourly Rate	Overall Multiplier	Billable Hourly Rate
GIS Tech II	$35.00	2.82	$98.70
GIS Tech I	$30.00	2.82	$84.60
Hydrogeologist V	$57.00	2.82	$160.74
Hydrogeologist IV	$44.00	2.82	$124.08
Hydrogeologist III	$40.00	2.82	$112.80
Hydrogeologist II	$32.00	2.82	$90.24
Hydrogeologist I	$26.00	2.82	$73.32
Environmental Scientist V	$47.00	2.82	$132.54
Environmental Scientist IV	$42.00	2.82	$118.44
Environmental Scientist III	$38.00	2.82	$107.16
Environmental Scientist II	$32.00	2.82	$90.24
Environmental Scientist I	$24.00	2.82	$67.68
Field Technician IV	$32.00	2.82	$90.24
Field Technician III	$29.00	2.82	$81.78
Field Technician II	$26.00	2.82	$73.32
Field Technician I	$22.00	2.82	$62.04
Sr. Surveyor and Mapper	$75.00	2.82	$211.50
Surveyor and Mapper	$50.00	2.82	$141.00
Survey Technician	$40.00	2.82	$112.80
2 Person Survey Crew	$55.00	2.82	$155.10
3 Person Survey Crew	$76.00	2.82	$214.32
Utility Coordinator	$38.00	2.82	$107.16
SUE 2 Person Crew	$56.00	2.82	$157.92
SUE 3 Person Crew	$77.00	2.82	$217.14
Administrative Support III	$37.00	2.82	$104.34
Administrative Support II	$28.00	2.82	$78.96
Administrative Support I	$20.00	2.82	$56.40

Survey and Subsurface Utility Engineering Direct Costs Table

Description	Units	Minimum Billable Rate
Utility Test Hole Excavation "Soft Dig" (Grass Dirt areas, etc.…)	Each	$650.00
Utility Test Hole Excavation "Hard Dig" (Concrete, Paved areas, etc.…)	Each	$850.00

Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
2024			
Description	**Units**	**Unit Cost [1]**	
Reproduction			
B&W Copy (8.5" x 11") (Per Side)	Each	$	0.05
B&W Copy (8.5" x 14")	Each	$	0.12
B&W Copy (11" x 17")	Each	$	0.20
Blackline Copy (24"x 36" or 22"x 34")	Each	$	2.00
Color Copy (8.5" x 11") (Per Side)	Each	$	0.74
Color Copy (8.5" x 14") (Per Side)	Each	$	0.74
Color Copy (11" x 17")	Each	$	1.25
Color Copy (24"x 36" or 22"x 34")	Each	$	12.00
Lamination (8.5" x 11")	Each	$	1.75
Materials			
Binders	Each	$	At Cost
Bond Plots (24"x 36" or 22"x 34")	Each	$	0.72
Communications			
Facsimile (Long Distance)	Each		At Cost
Phone Calls (Long Distance)	Minute		At Cost
Mail			
Courier	Each	$	At Cost
Express Delivery	Each		At Cost
US Mail	Each		At Cost
Travel [2]			
Lodging ($80.00 maximum)	Day		At Cost

Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
2024			
Description	**Units**	**Unit Cost [1]**	
Mileage	Mile		0.655
Per Diem ($36.00 maximum)	Day		At Cost
Rental Car	Day		At Cost
Tolls	Each		At Cost
Miscellaneous			
Legal Notices	Each		At Cost
Permit Application Fees	Each		At Cost
Water Quality Analysis			At Cost
Field Supplies	Each		At Cost
Water Level analysis Equipment	Day		At Cost
Water Quality Analysis Equipment	Day		At Cost
Specialty Software	Each		At Cost
Electronic Media			
Compact Disc	Each		1.00
DVD	Each		1.50
[1] "At Cost" Items will be billed without markup.			

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 95.525(3), Florida Statutes.

Sincerely,

Willie E. Thomas, PE
President

7/23/2024
Date

Exhibit C

Key Personnel

Exhibit C

Technical Consulting Permitting Services
Taylor Creek Reservoir/St Johns River Water Supply Project
HDR Key Personnel

Key Role	Name	Company
Project Manager	Brenda van Ravenswaay	HDR
Consumptive Use Permitting Lead	Dale Helms	Carollo (subconsultant to HDR)
Engineering Report Lead	Chance Lauderdale	HDR
Environmental Permitting Lead	Ben Brice	HDR
Public Involvement Lead	Beth Frady	HDR
Permit Compliance Lead	Mary Thomas	Carollo (subconsultant to HDR)

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

TCR/SJR Permitting Services	2025-03
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 09/24/24 City Bid Number: RFQ-18-18-COC AMOUNT: $ 4,514,117.00

Vendor Name: HDR Engineering, Inc Quote/Proposal Number: TO 2024-05

Dept. Number/Division Name: Utilities

Project Name: TCR/SJR Permitting Services Project Number:

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

A Multi-Year Task Order up to the maximum of $4,514,117, which includes contingency/allowances as outlined in the requested task concurrent with Suppliers approval and to receive funding, in any increment, from the water suppliers. The City of cocoa will fund its total Pro Rata Share of $270,847.

Task1 - Project Management and water Supplier Coordination
Task2 - Consumptive Use Permitting and Joint Use Protocol
Task3 - CUP Request for Additional Information and Supplemental Analysis
Task4 - Water Quality
Task5 - Preliminary Design Report
Task6 - SJR Intake, Pump Station and Raw Water Transmission - 30% Design
Task7 - Environmental Permitting
Task8 - Property Rights Acquisition
Task9 - Public Outreach
Task10 - Other Allowances

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

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

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

Requestor

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation:

Council Approval Required: ☐ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

PURCHASING
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
1ST AMENDMENT TO TECHNICAL CONSULTANT AGREEMENT
RFQ-18-18-COC
TCR/SJR PERMITTING SERVICES

This FIRST Amendment to the agreement is between the **CITY OF COCOA**, a Florida municipal Corporation ("City") and **HDR ENGINEERING, INC.** a foreign profit corporation ("Consultant").

WHEREAS, the City and the Consultant entered into an agreement on February 13, 2019 for permitting services.

WHEREAS, the Consultant is requesting a revised rate schedule.

WHEREAS, the parties desire to amend the Agreement to update and accept the revised rates.

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

1. The Agreement is hereby amended to update Exhibit A – Consultant's Rate Schedule as attached to this amendment.
2. All other terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment.
3. This Amendment shall be effective as of the date of the final signature below.

By signing below, the parties have executed this Amendment which will be effective as of the date of the final signature.

HDR ENGINEERING, INC.	CITY OF COCOA
By: Katie E. Duty	**By:** Michael Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
Katie E. Duty / 03/20/2024	Michael C. Blake
Signature / Date	Signature / Date

Attest:
Monica Arsenault, CMC, City Clerk

CC: Jack Walsh, Director of Utilities, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

Taylor Creek Reservoir Permitting Project
Contract Rate Schedule for HDR (2024)

Contract Title (Billing)	Billing Rates
Project Principal/QC	$ 301.00
Senior Project Manager	$ 301.00
Senior Reviewer/Consultant	$ 301.00
Senior Engineer/Consultant II	$ 261.00
Senior Engineer/Consultant I	$ 230.00
Project Engineer/Consultant II	$ 204.00
Project Engineer/Consultant I	$ 181.00
Junior Engineer/Consultant	$ 136.00
Engineer-In-Training	$ 113.00
Senior Designer	$ 142.00
Senior CADD	$ 125.00
CADD	$ 97.00
Real Estate Specialist	$ 136.00
Sr. Env. Scientist	$ 170.00
Jr. Env. Scientist	$ 125.00
GIS Manager	$ 181.00
GIS	$ 136.00
Senior Communication Lead	$ 209.00
Sr. Communications Spec.	$ 136.00
Jr. Communication Spec.	$ 97.00
Website/Graphics Des. Sr	$ 147.00
Website/Graphics Des.	$ 113.00
Senior Project Controls Manager	$ 181.00
Project Controls Specialist	$ 136.00
Administrative	$ 91.00

Notes:

1. Billing rates are through calendar year 2024.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders and City will be billed based on actual hours by category designated for an individual employee .

4. HDR reserves the right to request rate modifications for future work orders or after 2024 under this agreement.

Approved by Council on 10/10/2018
Item #18-463
Expires upon: Completion scope or
02/12/2029 (Section 24) 10 Years

TECHNICAL CONSULTANT AGREEMENT FOR TCR/SJR PERMITTING SERVICES

THIS AGREEMENT is made and entered into this 13th day of February 2019, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "**City**", located at 65 Stone Street, Cocoa, Florida 32922, and **HDR ENGINEERING, INC.,** a Foreign profit corporation, authorized to conduct business in the State of Florida, hereinafter referred to as the "**Consultant**," whose address is 315 E. Robinson Street, Suite 4000, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, the City of Cocoa, along with Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, East Central Florida Services, Inc., and Farmland Reserve, Inc. ("hereinafter referred to as the "Project Parties"), are currently pursuing the Taylor Creek Reservoir/St. Johns River Water Supply Project pursuant to a series of TCR/SJR Project Agreements, effective November 1, 2017, including, but not limited to, the Permitting Agreement; and

WHEREAS, on behalf of the Project Parties, the City of Cocoa serves as the Project Administrator under the Permitting Agreement; and

WHEREAS, in its capacity as Project Administrator under the Permitting Agreement, the City of Cocoa is required to contract with a technical consultant selected by the Procurement Committee to implement the Scope of Work described and set forth in the Permitting Agreement, and in addition, as Project Administrator, the City of Cocoa shall administer the contract with the technical consultant; and

WHEREAS, pursuant to the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes,* the Procurement Committee has selected the Consultant to serve as a technical consultant under the Permitting Agreement for purposes of accomplishing the Scope of Work required by the technical consultant as specifically identified in the Permitting Agreement and under the direction of the Project Administrator; and

WHEREAS, Consultant desires to perform the Scope of Work assigned by the Project Administrator in accordance with the terms and conditions stated in this Agreement; and

WHEREAS, Consultant acknowledges and agrees that the work performed under this Agreement by the Consultant is being performed for the benefit of the Project Parties and in furtherance of the TCR/SJR Project as more specifically defined in Section 1.33 of the Permitting Agreement.

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

1.0 TERM AND DEFINITIONS; GENERAL ENGAGEMENT.

1.1 Term; Termination for Convenience. It is the intent of the City and Consultant that the term of this Agreement shall remain in effect until the City's role as Project Administrator under the Permitting Agreement has been completed. Notwithstanding, the City shall have the right to terminate this Agreement for convenience, without penalty, by providing Consultant thirty (30) days written notice. Consultant shall have the right to terminate this Agreement for convenience, without penalty, by providing the City within at least one hundred eighty (180) days written notice. The City shall also have the right to terminate this Agreement upon default pursuant to paragraph 16.0 herein. Upon either party providing a notice of termination to the other party, Consultant agrees to fully cooperate with the City to provide an orderly and professional transition, to one or more different consultants designated by the City, regarding all work performed and being undertaken by the Consultant under this Agreement at the time such notice is provided. 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 services properly performed prior to and up to the effective date of termination. Upon the effective date of termination, the Parties shall no longer have any rights and privileges associated with this Agreement, with the exception that any claims that the City may have under this Agreement, whether invoked prior to or after termination of this Agreement, shall survive the termination of this Agreement.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting Services set forth hereunder. This Agreement shall also include the terms and conditions of any Task Order approved by the City and accepted by Consultant pursuant to the procedure set forth in paragraph 2.0, and upon said approval and acceptance, the Task Order shall be deemed incorporated herein by this reference.

b. "City" or "Project Administrator" shall be used interchangeably and mean the city of Cocoa.

c. "Consultant" shall mean HDR Engineering, Inc., a Foreign profit corporation, and its principals, employees, resident project representatives (and assistants), and subconsultants performing services required by this Agreement.

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

e. "Permitting Agreement" shall mean the TCR/SJR Project Permitting Agreement entered into by the TCR/SJR Project Parties, which is attached as **EXHIBIT "B"** to this Agreement, and any amendments thereto.

f. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

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

h. "Subconsultant" shall mean any subconsultant, independent contractor, agent or associate retained by Consultant to perform any of the Services required under this Agreement.

i. "Work" or "Services" shall be used interchangeably and shall include the performance of any portion of the Scope of Work, as specified in Section 1.26 of the Permitting Agreement, and assigned by Task Order hereunder to the Consultant by the City in its capacity as Project Administrator under the Permitting Agreement.

j. "Project Parties" shall mean City of Cocoa, a Florida municipal corporation, Orange County, a charter county and political subdivision of the State of Florida, Orlando Utilities Commission, a statutory commission created within the government of the City of Orlando created by special act of the Florida Legislature, Tohopekaliga Water Authority, a special district created by the Florida Legislature, East Central Florida Services, Inc., a Florida corporation, and Farmland Reserve, Inc., a Utah non-profit corporation.

k. "TCR/SJR Project" shall have the same meaning ascribed to said term in Section 1.33 of the Permitting Agreement.

l. "TCR/SJR Project Documents" shall mean those certain agreements that have been entered into by some of the Project Parties in connection with the TCR/SJR Project as described in Section 3 of the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement , effective November 1, 2017.

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

1.3 Engagement. The City hereby engages the Consultant and Consultant agrees to

perform the Services outlined in this Agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 SCOPE OF SERVICES; TASK ORDERS

2.1 The City shall make request of the Consultant to perform Services on a "task" basis. The City will communicate with the Consultant, verbally or in writing, a general description of the task to be performed. If a site visit by the Consultant is needed to generate the scope of document, the Consultant shall request approval prior to visiting the site. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **EXHIBIT "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement.

The City will review the Task Proposal with the Project Parties, and if the description, cost and other details of the Task Proposal are deemed by the Project Parties to be in their best interests, the City and Consultant will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Consultant through a Task Order may include any permitting services contemplated to be performed by the technical consultant for the SJR/TCR Project under the Permitting Agreement. Each Task Order shall at a minimum include: a detailed description of the Services to be performed; the documents, deliverables and other items to be prepared by Consultant and delivered to the City; a detailed schedule of completion for performance and completion of the Services authorized by Task Order; and the amount and method of compensation. Task Orders issued hereunder shall be executed by authorized representatives of the parties, dated and serially numbered. A Task Order may contain additional instructions or provisions specific to the authorized Services for the purpose of expanding upon certain aspects of this Agreement pertinent to such Services to be undertaken pursuant thereto. Such supplemental instructions or provisions shall be applicable only to the Services which are the subject of the Task Order and shall not be construed as a modification of this Agreement or any other Task Order.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order. All Services shall be performed in accordance with the terms and conditions of this Agreement, any applicable Addenda, applicable laws, permits and other governmental authorizations, and good professional and industry practice for similar services provided on similar projects of like size and nature at the same time., and in the event of any conflict in the requirements, standards or criteria of the foregoing, in accordance with the more stringent requirement unless the City otherwise directs

Consultant in writing. Unless modified in a written instrument executed by authorized representatives of each of the Parties, the scope of the services to be performed by Consultant pursuant to a Task Order issued hereunder shall not be construed to exceed those services specifically set forth therein and this Agreement. Consultant shall be responsible to procure and maintain all personnel, equipment, tools, apparatus, systems, software, applications, intellectual property rights and interests, authorizations, consents, approvals and other items or services necessary to perform the Services and its obligations, duties and covenants hereunder. The City, as Project Administrator, will be responsible for managing the activities of the Consultant under the Task Order in accordance with the terms and conditions of the Permitting Agreement.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other technical consultants to provide professional services under the Permitting Agreement. Further, the City does not guarantee that any Work will be assigned to Consultant under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Consultant under this Agreement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

2.3 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Consultant, unless otherwise agreed by the City in writing, are set forth in **EXHIBIT "A"** and fully incorporated herein by this reference. At all times, Consultant shall proceed with specific tasks under this Agreement with an eye towards being at or under budget to the maximum extent possible.

3.0 CHANGES AND SUSPENSION OF SCOPE OF WORK; TASK ORDERS

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

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

3.3 The performance of Consultant's service under any provision of this Agreement may be suspended by the City at any time. The City may suspend Consultant's services hereunder at any time by notice to Consultant. Such suspension shall be effective upon the date of such notice, and the City shall pay to Consultant all fees which have become due and payable to Consultant to the

effective date of such suspension provided that such suspension is not due to the breach, negligence, fault or non-performance by Consultant. The City shall thereafter have no further obligation for payment to Consultant for the suspended services unless and until the City notifies Consultant that the suspended services of Consultant are to be resumed. Upon receipt of written notice from the City that some or all of Consultant's services hereunder are to be resumed, Consultant shall complete services required hereunder and be entitled to payment of unpaid compensation remaining under this Agreement for performance of such resumed services in accordance herewith.

4.0 SCHEDULE

4.1 Consultant shall perform Services in conformance with the requirements set forth in this Agreement and the Permitting Agreement, unless otherwise directed by the City in its capacity as Project Administrator under said agreements. Consultant shall complete all of said Services in a timely manner and will keep City apprised of the status of work as reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 Payment Terms. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes unless specifically provided otherwise in this Agreement. However, Consultant recognizes and agrees that all or portions of Consultant's invoices will be proportionately paid by the Project Parties in accordance with the cost sharing and payment terms set forth in the Permitting Agreement and that the City will have to process Consultant's invoices for payment by the Project Parties in accordance with said agreements before invoices are paid to the Consultant by the City. Consultant acknowledges and agrees that the Project Parties are required to make cost sharing payments to the City within sixty (60) days of receipt of a cost sharing invoice from the City, and that in addition to this sixty day payment time period, the City will be required to expend additional administrative time processing Consultant's invoices with the Project Parties. This payment process required under the Permitting Agreement will likely result in Consultant's invoice payments under this Agreement being made by the City beyond sixty days from the date that the City receives Consultant's invoices. However, the City agrees to pay the invoice no later than the thirty (30) days after the City receives the cost sharing payment from the Project Parties. Accordingly, Consultant for itself and its subconsultants hereby waives any right under the Florida Local Government Prompt Payment Act to demand or require faster payment terms from the City than what is reasonably required for the City to process and obtain cost sharing payments from the Project Parties in accordance with the terms of this Agreement. Notwithstanding, the City agrees to diligently process Consultant's invoices for payment

in accordance with the Permitting Agreement and this Agreement. Each invoice submitted by Consultant for any payment relating to this Agreement and any Task Order shall be accompanied by a statement from Consultant describing and certifying that the invoice is only for services and work performed by Consultant and its subconsultants in accordance with the terms of this Agreement during the period covered by the invoice by reference to the specific tasks described in the Scope of Services contained in the Task Order.

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

5.3 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement that are due to causes within the Consultant's reasonable control.

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

5.5 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized unless such delay is due to causes outside of the Consultant's reasonable control. Consultant shall not make any claim nor seek any damages of any kind against the City or Project Parties for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement unless such delay is due to causes outside of the Consultant's reasonable control.

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

5.7 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the

City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

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

5.9 Subconsultant costs and invoices. Subconsultant costs are the costs and expenses incurred in connection with subcontracts and consulting agreements entered into by Consultant with third parties with the City's prior written consent, for performance of certain of the Services to be performed by Consultant hereunder. Consultant shall be fully responsible for processing and paying all subconsultant invoices, and subconsultants are strictly prohibited from directly invoicing the City for services rendered in furtherance of Consultant's obligations under this Agreement. Administrative surcharges for sub-consultant services are not allowable as and are excluded from subconsultant costs. Consultant's cost for sub-consultant coordination must be delineated in the man-hour estimate for the respective task in order for Consultant to receive reimbursement thereof.

6.0 RIGHT TO INSPECTION

6.1 The City, or the Project Parties in coordination with the City, shall at all times have the right to review or observe the Services performed by Consultant.

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

7.0 CITYS PROJECT ADMINISTRATOR; PROGRESS MEETING

7.1 The City's designated Project Administrator under the Permitting Agreement shall be Jack Walsh, Utilities Director, unless otherwise notified in writing by the City. The Project Administrator or designated members of his staff may hold periodic progress meetings on an as needed basis and as often as necessary for the City to implement its role and responsibilities as Project Administrator under the Permitting Agreement. Such progress meetings may include one or more of the Project Parties as required by the Permitting Agreement.

7.0 SAFETY

7.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of himself and with respect to the corporation, its principals, employees,

resident project representatives (and assistants) and subconsultants while performing Services provided hereunder.

8.0 OTHER CITY RESPONSIBILITIES.

During the term of this Agreement:

8.1 City shall be responsible for Project Administrator responsibilities under the Permitting Agreement.

8.2 City shall grant Consultant reasonable access to the City's land and premises, records, and files for purposes of fulfilling its obligations under this Agreement such as surveying, observations and other similar Services.

8.3 City will make personnel available where required and necessary to provide information relating to or interpretations of the City's policies, procedures and requirements under the TCR/SJR Project Agreements to Consultant. The availability and necessity of said personnel to support Consultant in such manner shall be determined solely at the discretion of the City.

8.4 City shall make available to Consultant upon request therefor existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the City's files, including such information provided by any of the Project Parties relevant to the TCR/SJR Project, necessary or useful to Consultant for the performance of the Services required by this Agreement. Consultant acknowledges and agrees that any such documents, information and data are made available by the City to Consultant for reference purposes only unless otherwise expressly agreed, and that the City makes no representation, warranty, promise or guarantee of any kind with regard to the accuracy, completeness or sufficiency of such documents, information and data for use by Consultant. All of such documents, information and data made available to Consultant by the City shall be and remain the property of the City and shall be returned to the City upon completion of the Task Order to be performed by Consultant or the earlier termination of this Agreement.

8.5 City shall be responsible for furnishing all approvals and consents from the Project Parties, and consents from others as may be necessary for completion of the Services not covered under a Task Order, related to the TCR/SJR Project as required under the TCR/SJR Project Documents including the Permitting Agreement; provided that Consultant shall promptly notify the City of any such approvals or consents which is necessary for the completion of the Task Order, obtain or provide information, data and documents and other support and assistance reasonably requested by the City related thereto and prepare any necessary application, notices or filings for the City to submit or cause to be submitted to such governmental authority or others.

8.6 City shall examine all proposed Task Orders, reports, sketches, drawings, cost opinion proposals, and other documents presented by Consultant and render decisions, in writing, indicating the City's approval or disapproval, and if necessary under the Permitting Agreement with

the approval or disapproval of the Project Parties, within a reasonable time; provided that Consultant transmits and delivers such documents to the City in an orderly manner and in a format and level of detail consistent with the City's requirements and promptly responds to comments and questions by the City; provided further that the City's and/or Project Parties' review and approval of any such items, or its non-review thereof, will not modify, discharge or otherwise affect the nature and extent of Consultant's obligations, duties and covenants hereunder or in any approved Task Order.

8.7 After preparation by Consultant of any necessary applications, notices or filings to governmental authorities, to arrange for submission of such applications with the cooperation and support of Project Parties and the Consultant.

9.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000 per claim and in the annual aggregate with a deductible not greater than $50,000.

b. General Liability. The Consultant shall maintain comprehensive general liability insurance in the amount of $1,000,000 as the combined single limit for each occurrence and in the aggregate to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. Automobile Liability. The Consultant shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 combined single limit bodily injury and minimum $100,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

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

9.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City within thirty (30) days after any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or material modification of

any stipulated insurance coverage. **The City and the Project Parties shall be an additional insured on stipulated insurance policies included in paragraphs 9.l.b and 9.l.c herein, as its interest may appear, from time to time.**

9.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City may terminate this agreement. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A- by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and authorized by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City, and the Project Parties to the extent required by the Permitting Agreement, shall be named on the insurance policies included in paragraphs 9.l.b and 9.l.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further non-certified copies with sensitive information redacted of all relevant policies where the City is an additional insured will be provided to the City upon request. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

9.4 Independent Associates and Consultants. All independent associates and subconsultants employed by Consultant to perform any Services hereunder, if any, shall fully comply with the insurance provisions contained in this paragraph in the same manner as Consultant.

10.0 COMPLIANCE WITH LAWS AND REGULATIONS

10.1 Consultant shall comply and maintain conformance with all requirements of federal, state, and local laws, rules, regulations, government authorizations, commonly accepted design codes and standards, published applicable industry standards, and/or ordinances applicable to the performance of Services under this Agreement.

10.2 Consultant shall be responsible for keeping appraised of any change, modification, supplement, deletion from or addition to codes or requirements, which requirements must be applied to the Services performed under this Agreement and approved Task Orders. Consultant shall promptly notify the City of any change, modification, supplement, deletion from or addition to such standards and requirements which will affect the cost and/or time for performance by Consultant of the Services and its obligations hereunder. Subject to Consultant providing timely notice in accordance herewith and subject to negotiation, Consultant may request that the City increase the scope and compensation by formal amendment to any applicable Task Order.

11.0 REPRESENTATIONS; STANDARDS

11.1 As of the Effective Date, Consultant has submitted to the Project Parties during the competitive bidding process, detailed resumes of key personnel, including consultants and subcontractors, that will be involved in performing the services described in this Agreement (the "Key Personnel"). The Key Personnel involved in performing services described in this Agreement are as indicated in **EXHIBIT "C."** The City hereby acknowledges that based upon the information provided to it by Consultant, the City consents to such Key Personnel performing the Services to be provided under this Agreement. At any time after the Effective Date that Consultant desires to change the Key Personnel in an active Task Order or the scope or role of such personnel, it shall submit the qualifications of the proposed additional or replacement personnel to the City for review prior to written consent to such change. Key Personnel shall include without being limited to principals-in-charge, project managers, persons possessing professional licenses, certifications or registrations and other non-administrative personnel whose education, training and experience qualifies them to perform material elements of the services to be provided hereunder by Consultant. The provisions of this paragraph 11.1 do not apply to non-supervisory/management personnel temporarily assigned to perform Services under this Agreement or a Task Order. Consultant acknowledges and agrees that the City's consent to performance of services by such Key Personnel does not constitute nor shall be deemed a representation, warranty, guarantee or endorsement of the expertise, competence or ability of such personnel and shall in no way release or discharge Consultant from the performance of and compliance with its obligations, covenants and duties under this Agreement. Such consent shall not be unreasonably withheld.

11.2 During the term of this Agreement, Consultant's Key Personnel shall be responsible for having a general working knowledge of the framework of the TCR/SJR Project as more particularly described in TCR/SJR Project Documents, and particular working knowledge of the Permitting Agreement.

11.3 Consultant shall maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Task Orders approved hereunder. Consultant shall implement quality assurance and quality control programs consistent with good professional and industry practice to monitor and assure performance of the services in accordance with the requirements of this Agreement. Consultant shall

assure that personnel, consultants and other persons performing any of the Services or obligations required hereunder possess the necessary licenses, registrations, certifications and other professional qualifications necessary therefor. Consultant shall be responsible for the management, supervision, administration and scheduling of the Services to be provided hereunder and assuring that sufficient numbers of competent and qualified personnel are assigned to and complete performance of Task Orders approved under this Agreement on a timely basis.

11.4 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound applicable consulting, engineering and surveying practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered for projects provided at the same time. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement and any applicable Task Order. If requested by the City, Consultant shall provide City with a written schedule for specific services performed under this Agreement and each Task Order and such schedule shall provide for ample time for the City, and if necessary the Project Parties under the Permitting Agreement, to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the Services. **Brenda van Ravenswaay**, P.E., Vice President and Project Manager, and other representatives of Consultant, designated in writing to the City, shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents that it is familiar with, and accepts, that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations and the Permitting Agreement. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement and any Task Order. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform, or have another consultant perform, the Services by any other means pursuant to and under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

11.5 Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

11.6 Requirements for sealing all plans, reports and documents prepared by Consultant or which Consultant causes to be prepared for the City in the performance of the Services shall be governed by the laws, rules, regulations, and orders of the State of Florida and the requirements of any regulatory agency, administrative agency or other governmental authority having jurisdiction over the City and the City's and/or the TCR/SJR Project facilities and systems to the extent required.

11.7 Consultant acknowledges and represents that although the City is the contracting party for the Services to be rendered by Consultant hereunder, the Services rendered under this Agreement by Consultant and its subconsultants are intended to be for the mutual benefit of the Project Parties in accordance with the terms and conditions of the Permitting Agreement. Additionally, Consultant acknowledges and represents that it is understood that the City shall serve as the Project Administrator under the Permitting Agreement with right to exercise the responsibilities and authority on behalf of the Project Parties as expressly stated under the Permitting Agreement.

11.8 The City is empowered to require Consultant to remove any Key Personnel, employee or representative of Consultant from working on this Agreement and any Task Order which the City determines in its sole discretion is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct. The City shall notify Consultant in writing of the City's objections prior to Consultant's removal of any employee or representative from the performance of services or work under this Agreement or any Task Order.

12.0 REPRESENTATIONAGAINST INFRINGEMENT

12.1 Consultant represents that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, and the Project Parties and their respective officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services. This paragraph shall survive termination of this Agreement.

13.0 DOCUMENTS

13.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City and the Project Parties, may be

deemed to be a public record, whether in the possession or control of the City, Consultant and its subconsultants, and one or more of the Project Parties. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Consultant or its subconsultants are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, CITY CLERK'S OFFICE, 65 STONE STREET, COCOA, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Consultant for itself and its subconsultants shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant or its subconsultants, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant for itself and its subconsultants shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with a public records request, the City may enforce this paragraph to the extent permitted by law. Consultant acknowledges that if Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. Consultant acknowledges that if a civil action is filed against Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral

cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Consultant fails to comply with this paragraph, and the City and/or one or more of the Project Parties must enforce this paragraph, or the City or one or more of the Project Parties suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's or its subconsultant's failure to comply with this paragraph, the City and/or one or more of the Project Parties, as applicable, shall collect from Consultant prevailing party attorney's fees and costs, and any damages incurred by the City and/or the Project Parties, as applicable, for enforcing this paragraph against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City and/or Project Parties, as applicable, had to pay a third party because of Consultant's or its subconsultant's failure to comply with this paragraph. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its subconsultants pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and/or Project Parties as set forth in the Permitting Agreement and may be reused by the City and/or the Project Parties, as the case may be under the Permitting Agreement, for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Services outlined in this Agreement and any Task Order. Any reuse for an undertaking other than for the services without verification or adaptation by the Consultant, or its subconsultants if necessary, to specific purposes intended will be at the City's and/or Project Parties sole risk and without liability or legal exposure to the Consultant.

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

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

d. Non-Publication. Consultant shall not publish or release to the media any documents or information relating to or concerning this Agreement and the TCR/SJR Project or any Task Order without the prior written approval of the City. Consultant acknowledges and agrees that any press releases issued regarding the TCR/Project may need to be coordinated by the City with the Project Parties.

14.0 ASSIGNMENT

14.1 Consultant shall not assign or subcontract this Agreement, without the prior, written consent of City.

14.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subconsultants as if no subcontract had been made. If City determines that any subconsultant is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation including, but not limited to, the removal of the subconsultant from the TCR/SJR Project if demanded by the City.

15.0 INDEPENDENT CONTRACTOR

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

16.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

16.1 Although the City has the right to terminate this Agreement for convenience at any time, without penalty, in accordance with paragraph 2.2 herein, the City reserves the right to also 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:

16.2 Consultant 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 Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

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

16.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

16.5 Consultant has committed any act of fraud upon the City or any of the Project Parties; or

16.6 Consultant has made a material misrepresentation of fact to the City or the Project Parties while performing its obligations under this Agreement.

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

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

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

17.0 TERMINATION BY CONSULTANT FOR CAUSE

17.1 Consultant may cancel this Agreement if: (a) the City persistently fails after notice and opportunity to cure to meet its obligation and responsibilities as contained in paragraph 8.0, (b) City fails to pay Consultant in accordance with paragraph 5.0. In the event of either of the causes described in (a) or (b), Consultant may send a certified letter requesting that the City show cause why the Agreement should not be terminated. If the breach is not cured by the City or adequate assurances are not given to Consultant within thirty (30) days of the receipt by the City of said show cause notice, then Consultant may consider the City to be in default, and may immediately terminate this Agreement.

18.0 FORCE MAJEURE

18.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Consultant's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause

or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

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

20.0 HEADINGS

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

21.0 SEVERABILITY

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

22.0 WAIVER AND ELECTION OF REMEDIES

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

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

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Project Parties and Consultant. It is understood by the parties that Consultant's role under this Agreement and the Permitting Agreement will in some situations, benefit the Project Parties under said Agreements, and therefore, the Project Parties have been afforded third party beneficiary status under this Agreement with respect to certain project deliverables affecting the Project Parties interests in the TCR/SJR Project and with respect to the indemnification provisions set forth in this Agreement.

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 ENTIRE AGREEMENT

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

26.0 NO JOINT VENTURE

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

27.0 ATTORNEY'S FEES

27.1 Each party agrees to bear their own attorney's fees and legal costs associated with this Agreement.

28.0 COUNTERPARTS

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

29.0 DRAFTING

29.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement on the basis of its involvement in the preparation of this Agreement for execution by the parties in the event of a dispute between the parties.

30.0 NOTICE

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

For Consultant:

HDR Engineering, Inc.
Attention: Brenda van Ravenswaay, P.E.
Vice President and Project Manager
315 E. Robinson Street, Suite 400
Orlando, Florida 32801
(407) 420-4200 or (407) 712-5694 (c)

For City:
City of Cocoa
Attention: Jack Walsh, Utilities Director
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

31.0 SOVEREIGN IMMUNITY

31.1 The City and Project Parties that are governmental agencies intend to avail themselves of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's or said Project Parties' right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's or said Project Parties potential liability under state or federal law. As such, the City and said Project Parties shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City or said Project Parties shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one 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 two hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

32.0 CORPORATE REPRESENTATIONS BY CONSULTANT

32.1 Consultant hereby represents to the City the following:

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

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

33.0 INDEMNIFICATION

33.1 Consultant shall indemnify and hold harmless the City and the Project Parties, and their respective officers, employees, and attorneys from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

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

33.2 Consultant shall also indemnify and hold harmless the City and Project Parties, and their respective officers, employees, and attorneys, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's material breach and caused by other persons employed by the Consultant in the performance of the Agreement.

33.3 The indemnity provisions set forth in this paragraph 32.0 shall survive termination of this Agreement. Further, the indemnity provisions set forth in Paragraphs 32.1 and 32.2 shall be considered separate and independent indemnity provisions.

33.4 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article 30.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

33.6 Neither Party to this Agreement shall be liable to the other Party or any entity claiming by or through the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or warranty -- express or implied.

34.0 ADDITIONAL ASSURANCES

34.1 The Consultant for itself and any of its subconsultants, if any, certifies that:

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

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

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

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

35. TIME OF THE ESSENCE

35.1 Time is of the essence with respect to performance of the Services under this Agreement however it is agreed that the Consultant must perform its services using sound professional practices.

36. WAIVER OF JURY TRIAL

36.1 The City and Consultant mutually agree to and do hereby knowingly and voluntarily waive trial by jury in any action, proceeding or claim which may be brought by either party against the other on any claims, disputes, controversies or matters arising out of, relating to or concerning this Agreement.

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

CITY:
CITY OF COCOA *

By: _____
John A. Titkanich, Jr.
Print Name/Title: City Manager

CONSULTANT:
HDR ENGINEERING, INC.

By: _____
Paul Bowdoin,
Print Name/Title: Senior Vice President

ATTEST:

By: _____
City Clerk

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

List of Exhibits to be Attached:

A – Consultant's Rate Schedule
B – Permitting Agreement
C – List of Consultant's Key Personnel

EXHIBIT A

Consultant's Rate Schedule

Exhibit A

Taylor Creek Reservoir Permitting Project
2019 Contract Rate Schedule for HDR

Contract Title (Billing)	Fixed Billing Rates
Project Principal/QC	$ 265.00
Senior Project Manager	$ 265.00
Senior Reviewer/Consultant	$ 265.00
Senior Engineer/Consultant II	$ 230.00
Senior Engineer/Consultant I	$ 190.00
Project Engineer/Consultant II	$ 180.00
Project Engineer/Consultant I	$ 160.00
Junior Engineer/Consultant	$ 120.00
Engineer-In-Training	$ 100.00
Senior Designer	$ 125.00
Senior CADD	$ 110.00
CADD	$ 85.00
Real Estate Specialist	$ 120.00
Sr. Env. Scientist	$ 150.00
Jr. Env. Scientist	$ 110.00
GIS Manager	$ 160.00
GIS	$ 120.00
Senior Communication Lead	$ 185.00
Sr. Communications Spec.	$ 120.00
Jr. Communication Spec.	$ 85.00
Website/Graphics Des. Sr	$ 130.00
Website/Graphics Des.	$ 100.00
Senior Project Controls Manager	$ 160.00
Project Controls Specialist	$ 120.00
Administrative	$ 80.00

Notes:

1. Billing rates are for calendar year 2019

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract. In addition to terms of contract, direct expenses will exclude travel costs for CONSULTANT staff based in their Orlando Office and any markups on direct expenses and subconsultants.

3. Billing rate schedule is for time basis work orders and City will be billed based on actual hours by category designated for an individual employee .

4. HDR reserves the right to request annual rate modifications for future years under this agreement.

EXHIBIT B

Permitting Agreement

Final Signature Version

EXHIBIT B
TECHNICAL CONSULTANT AGREEMENT FOR TCR/SJR PERMITTING SERVICES

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

PERMITTING AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PERMITTING AGREEMENT** (Agreement) is made and entered into this _____ day of _____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA") and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI).

1. DEFINITIONS. As used in this Agreement:

1.1 "404 Permit" means that permit issued by the United States Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, Pub. L. No. 92-500, as amended, 33 U.S.C. Section 1251, et seq., as may be amended or modified from time to time.

1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

1.3 "Central Florida Water Initiative" or "CFWI" means a collaborative process involving the Department of Environmental Protection, SJRWMD, SFWMD, SWFWMD, the Department of Agriculture and Consumer Services, public water

supply utilities and other stakeholders, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.4 "CFWI Area" means all of Orange, Osceola, Polk and Seminole Counties and southern Lake County, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.5 "CFWI Plan" means the then existing Regional Water Supply Plan, approved pursuant to sections 373.0465 and 373.709, Florida Statutes, as they may be amended from time to time, by the SJRWMD, SFWMD and SWFWMD for the CFWI Area.

1.6 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.

1.7 "Consensus" means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting and, (b) when applied to the Parties or the Water Suppliers, the unanimous consent of all the Parties or all of the Water Suppliers, which shall be recorded in a letter agreement executed by the director or executive officer of each Party or Water Supplier, if expressly required by the Agreement or, if requested by one or more Parties or Water Suppliers.

1.8 "CUP" means a consumptive use permit under chapter 373, Part II, Florida Statutes, as amended or modified from time to time.

1.9 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.

1.10 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and shall provide a notice of the Effective Date to all the Parties.

1.11 "ERP" means an environmental resource permit under chapter 373, Part IV, Florida Statutes, amended or modified from time to time.

1.12 "Force Majeure Event" means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Regional Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or, (f) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement.

1.13 "General Implementation Agreement" means Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.

1.14 "MFL" means a minimum flow or minimum level or both established by a water management district or the Florida Department of Environmental Protection pursuant to section 373.042, Florida Statutes.

1.15 "MGD" means a flow rate measured as million gallons per day.

1.16 "NEPA" means the National Environmental Policy Act.

1.17 "NPDES Permit" means that permit issued under the National Pollutant Discharge Elimination System Program pursuant to Section 402 of the Clean Water Act, Pub. L. No. 92-500, as amended by 33 U.S.C. Sections 1251 et seq., by the Department of Environmental Protection pursuant section 403.0885, Florida Statutes, as amended or modified from time to time.

1.18 "Parties" mean OCU, OUC, ECFS, TWA, Cocoa, and FRI.

1.19 "Procurement Committee" means a committee consisting of the Project Manager and the Project Representatives appointed by the Water Suppliers pursuant to Section 5.2 for the sole purpose of selecting the technical consultant to implement the Scope of Work. Upon selection of the technical consultant, the Procurement Committee shall be dissolved.

1.20 "Procurement Committee Member" means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.

1.21 "Project Administrator" means Cocoa, who is designated under this Agreement, with overall responsibility for administering and implementing the Scope of Work.

1.22 "Project Manager" means the person or alternate designated by the Project Administrator to manage the Project Administrator's responsibilities under this Agreement.

1.23 "Project Representative" means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each Water Supplier to work with the Project Manager regarding the management and implementation of the Scope of Work.

1.24 "Quorum" means, as applied to the Procurement Committee, at least three Procurement Committee Members and consistent with the applicable law.

1.25 "Regional Permits" means those state and federal permits and proprietary instruments required in order to confirm that the TCR/SJR Project is in fact capable of producing the Additional TCR/SJR Quantity and to authorize construction, operation and consumptive use of water from the TCR/SJR Project. These state and federal permits and proprietary instruments and the Water Supplier(s), who will be the permittee or holder of the proprietary instrument are more specifically identified in **Exhibit A** to this Agreement.

1.26 "Scope of Work" means the activities authorized under this Agreement, as specified in Section 4.

1.27 "SFWMD" means the South Florida Water Management District.

1.28 "SJR" means the St. Johns River.

1.29 "SJRWMD" means the St. Johns River Water Management District.

1.30 "SWFWMD" means the Southwest Florida Water Management District.

1.31 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.

1.32 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

1.33 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

1.34 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.

1.35 "TCR/SJR Project Failure" shall have the same meaning as in the General Implementation Agreement.

1.36 "TEC" means the total estimated cost to complete the Scope of Work.

2. AUTHORITY. This Agreement is entered into by the Parties under the following the authorities:

2.1 **Cocoa.** Cocoa, a Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021 and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.

2.2 **OCU.** OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a) and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

2.3. **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

2.4. **TWA.** TWA, an independent special district created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.

2.5. **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.

2.6. **FRI.** FRI enters into this Agreement under the authority of its corporate charter.

3. FINDINGS. It is hereby ascertained, determined and declared that:

3.1 The TCR/SJR Project is anticipated to provide water for public water supply and agricultural purposes. The Additional TCR/SJR Quantity is anticipated to meet a portion of the future public water supply demands of the Water Suppliers.

3.2 The Additional TCR/SJR Quantity is anticipated to meet the applicable statutory mandates with respect to general infrastructure and public water supply related elements of the comprehensive plans applicable to the Water Suppliers, as well as provide economies of scale, protect the local and regional environment, and more efficiently use, preserve, address and protect valuable local and regional water resources and advance regional comprehensive planning.

4. SCOPE OF WORK. The Parties agree the activities generally authorized by this Agreement are set forth in the Scope of Work, as specified in **Exhibit B** to this Agreement. The Agreement does not include seeking Regional Permits to authorize the withdrawal of water from the TCR/SJR Project for a quantity greater than the Additional TCR/SJR Quantity. The TEC for the Scope of Work is Six Million ($6,000,000.00) Dollars.

5. ADMINISTRATION.

5.1 Cocoa shall be the Project Administrator under the terms of this Agreement. No later than thirty (30) days from the Effective Date, Cocoa shall provide, in writing to the Water Suppliers, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. Cocoa may change the Project Manager

at any time immediately by providing written notice to the other Water Suppliers.

5.2 No later than thirty (30) days from the Effective Date, Cocoa, OCU, OUC, TWA and ECFS shall each provide in writing to each other the name, addresses, phone numbers, fax numbers and email addresses of their Project Representative. The Project Representative for each Water Supplier may be changed at any time immediately upon written notice to the other Water Suppliers.

5.3 The Procurement Committee shall be formed upon identification of the Project Representatives by the Water Suppliers pursuant to Section 5.1 and shall consist of the Project Representatives and the Project Manager. The Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Committee Meetings comply with the open meeting requirements of section 286.011, Florida Statutes. Cocoa's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decision under Section 5.4, with an agenda the Committee chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a majority of Procurement Committee members to the Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Procurement Committee meeting shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Committee meetings. The Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as

allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

5.4 The Procurement Committee shall convene no later than sixty (60) days from the Effective Date to develop a request for proposal for one or more technical consultants, which shall be consistent with the Scope of Work and the statutes, ordinances and rules governing procurement of consultants by Cocoa. The request for proposal(s) shall be completed no later than one hundred eighty (180) days from the Effective Date. The request for proposal shall be approved by Consensus of the Procurement Committee. Once the request for proposal is approved by the Procurement Committee, the Project Manager shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by Cocoa, with the exception that the Procurement Committee shall select the technical consultant and Cocoa shall be required to approve a contract with the technical consultant selected by the Procurement Committee. The technical consultant shall be selected by Consensus approval of the Procurement Committee. Once the technical consultant is selected, the Project Manager shall procure and contract with the technical consultant to implement the Scope of Work. The Project Administrator shall administer the contract(s) with the technical consultant. The Committee by Consensus may change any of the deadlines specified herein for procurement of technical consultant(s).

5.5. In discharging its responsibilities the Project Administrator shall, acting through its Project Manager:

5.5.1 Defend any challenge or protest filed with regards to procurement decisions made by Cocoa pursuant to this Agreement, including the retention of outside counsel to defend the action.

5.5.2 Prepare and execute contract(s) with technical consultant(s) selected pursuant to Section 5.4 and other professional(s).

5.5.3 Manage the activities of the technical consultant(s) and other professional(s) to assure that the contract requirements are met.

5.5.4 On a monthly basis, provide the Project Representatives a detailed report, including any necessary backup documentation required by the Water Suppliers as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.

5.5.5 Manage the review of interim and final deliverables.

5.5.6 Coordinate with the Water Suppliers at a mutually agreed upon frequency.

5.5.7 Initiate and process funding requests to the Water Suppliers for implementation of the Scope of Work; provided such costs requests are cumulatively less than the TEC.

5.5.8 Receive and account for funds received from the Water Suppliers.

5.5.9 Process and pay invoices from consultants and other professionals.

5.5.10 Propose amendments to the Scope of Work or TEC for review and Consensus approval by the Water Suppliers.

5.5.11 Submit or modify applications for the Regional Permits upon Consensus approval of the Water Suppliers. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize the Regional Permit applications and obtain the Regional Permits upon Consensus of the Water Suppliers. The Project Manager and the Project Representatives shall jointly develop the applications for the Regional Permits and any responses to requests for additional information or clarification from regulatory agencies. Upon Consensus approval of permit application information by the Water Suppliers, the Project Administrator shall have the authority to submit the same

on behalf of the other Water Suppliers and bind the other Water Suppliers to permit information and permit requirements. The Project Administrator shall not make a decision regarding the Regional Permits except upon Consensus approval of the Water Suppliers

5.5.12 Acquire real property interests, upon Consensus approval of the Water Suppliers, in the SJR intake, raw water transmission lines, the TCR discharge structure and the TCR intake structure as needed in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Any real property interests required from FRI shall be acquired according to the process provided for in the General Implementation Agreement.

5.5.13 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the Scope of Work. Project Manager shall give the Project Representatives advance notice and the opportunity to attend any such meetings.

5.5.14 Negotiate the terms of any Regional Permit or permit conditions with the regulatory agencies jointly with the Project Representatives, subject to the Consensus approval of the Water Suppliers.

5.5.15 Defend any challenge or protest filed with regards to any Regional Permit sought by the Project Administrator pursuant to this Agreement in coordination with counsel for the Water Suppliers.

5.5.16 Undertake legal actions, other than as described in Sections 5.5.1 and 5.5.15, as necessary to further the work authorized under this Agreement with the Consensus approval of the Water Suppliers.

5.5.17 Within sixty (60) days after the expiration or termination of this Agreement, whichever is applicable, the Project Administrator shall provide OCU, OUC, TWA and ECFS with an accounting of the expenditures of

funds and shall reimburse to OCU, OUC, TWA and ECFS any unexpended funds contributed by each Water Supplier.

5.6 Amendments to the Scope of Work or the TEC are subject to Consensus approval of the Water Suppliers.

5.7 Prior to submission of a new or modified application for a Regional Permit, a response to a request for additional information or clarification from a regulatory agency, acceptance of a proposed Regional Permit or permit conditions or the initiation of legal action pursuant to Section 5.5.16, the Project Manager shall confer with the Project Representatives and obtain the Consensus approval of the Water Suppliers.

6. FUNDING OF WORK.

6.1 The TEC for the Scope of Work is Six Million ($6,000,000) Dollars. The Water Suppliers agree to fund the TEC according to the cost share shown on the table set forth below. The amount of funding for each Water Supplier represents their expected share of the Additional TCR/SJR Quantity. Each Water Supplier's cost share amount of the TEC will be as follows:

Party	Percent	Cost Share Amount	Estimated Volume
Cocoa	6%	$360,000	2.17 MGD
OCU	45%	$2,700,000	15 MGD
OUC	15%	$900,000	5 MGD
TWA	4%	$240,000	1.5 MGD
ECFS	30%	$1,800,000	10 MGD
Total	100%	$6,000,000	33.67 MGD

6.2 All funds provided by the Water Suppliers shall be utilized exclusively for cost for any consultant or other professional retained by the Project Administrator on

behalf of the Water Suppliers and by Consensus of the Water Suppliers for costs incurred for work under this Agreement.

6.3 The Project Administrator shall invoice the Water Suppliers, when the Project Administrator incurs costs for work under this Agreement. The Water Suppliers shall make payments to the Project Administrator within sixty (60) days of receipt of an invoice from the Project Administrator. All payments made pursuant to this Agreement shall reference this Agreement.

6.4 The Project Manager and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more Water Suppliers. In such case, the Water Supplier, who paid for such information shall be reimbursed or credited for the reasonable cost of such information pursuant to this Agreement by Consensus approval of the Water Suppliers.

6.5 Should some or all of the Water Suppliers receive funding for work authorized under this Agreement from any other local, state or federal funding source, said funds will be applied to the total cost specified in Section 6.1 to reduce the aggregate amount paid or to be paid by the Water Suppliers and each Water Supplier will either be reimbursed in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1 or have its remaining contribution balance reduced in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1.

7. DEVELOPMENT OF INFORMATION TO DEMONSTRATE NEED FOR WATER.

7.1 Each Water Supplier will gather and prepare information to support a demand or need for the Additional TCR/SJR Quantity for a requested CUP duration of fifty (50) years relevant to the Water Supplier's use of the Additional TCR/SJR Quantity. This information shall include consideration of conservation measures, reuse of reclaimed water and other factors typically taken into account by the SJRWMD in determining whether the criteria for issuance of a CUP have been

met. This information will be furnished to the Project Administrator. All costs of gathering, preparing and furnishing this information to the Project Manager and responding to questions raised by the SJRWMD regarding this information during the permit review process will be borne solely by the Water Supplier developing this information.

7.2 The Water Suppliers shall communicate with each other regarding their respective demand information and suggest to each other means by which such demand information could be improved, refined or made consistent to better support the permit application for the CUP to withdraw the Additional TCR/SJR Quantity or demonstrate compliance with the SJRWMD's applicable CUP criteria. However nothing in this Agreement shall be construed to authorize or empower a Water Supplier to oppose in any way demand information prepared or presented by another Water Supplier and no Water Supplier shall undertake any such opposition. This limitation includes providing adverse comments or information to the SJRWMD or information to the SJRWMD that attempts to counter the demand information of any other Water Supplier to this Agreement.

8. COOPERATION.

8.1 The Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Water Suppliers to the Project Manager pursuant to Section 7 or information submitted by the Project Manager on behalf of the Water Suppliers in support of any application for a Regional Permit.

8.2 As of the Effective Date, the SJRWMD has issued Cocoa CUP No. 2-095-50245-8 authorizing Cocoa to withdraw and use up to 8.83 MGD annual average from TCR. Cocoa owns, operates and maintains all facilities needed to withdraw up to 8.83 MGD annual average from TCR. The Parties acknowledge and agree that Cocoa CUP No. 2-095-50245-8 constitutes a presently existing legal use of water and therefore, Cocoa is not required to amend or modify CUP No. 2-095-50245-8 as part of its implementation of the TCR/SJR Project. Cocoa's withdrawal and use

of water from TCR pursuant to the authorization provided by CUP No. 2-095-50245-8 is not considered part of the TCR/SJR Project. The other Parties will respect and recognize Cocoa's right to use water from TCR pursuant to CUP No. 2-095-50245-8, and will take no action in implementing the TCR/SJR Project that interferes with or adversely affect Cocoa's right under CUP No. 2-095-50245-8. CUP No.2-095-50245-8 shall take priority over any future permits to withdraw water from TCR which may be issued in furtherance of this Agreement and the TCR/SJR Project so long as the conditions on withdrawals and the allocation of water granted under CUP 2-095-50245-8 is in existence on the Effective Date do not change unless pursuant to an amendment to this Agreement. Cocoa may seek to renew or modify CUP No. 2-095-50245-8 so long as Cocoa does not seek to increase its permitted allocation from TCR above the currently permitted 8.83 MGD annual average, or make other changes to CUP No. 2-095-50245-8 that would adversely affect the yield of the TCR/SJR Project, including ECFS' agricultural component.

8.3 It is understood by the Parties that as part of obtaining the Regional Permits for the TCR/SJR Project, it is necessary to show that the additional water withdrawn from TCR for the TCR/SJR Project will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Water Suppliers agree not to seek any Regional Permits that in any way would undermine Cocoa's present non-interference rights for its usage of TCR. Accordingly, as part of any Regional Permit application, data submission or hearing of any kind for the implementation of the TCR/SJR Project, the Project Administrator on behalf of the Water Suppliers will only present data demonstrating that there will not be any interference with the presently permitted use of TCR by Cocoa, as specified in Section 8.2, based on the following additional two conditions being present: (a) the TCR Levee Improvements planned by the SJRWMD are completed; and, (b) the regulation schedule for TCR is modified by the U.S. Army Corps of Engineers so that the maximum standing pool elevation of TCR is maintained at 46 feet NGVD. This

provision is premised on the continued existence of this Agreement and the other TCR/SJR Project Agreements. With respect to the Water Suppliers only, Cocoa agrees that any Regional Permits obtained under this Agreement will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. If there is a TCR/SJR Project Failure after issuance of one or more Regional Permits, the Parties agree that such Regional Permits shall not constitute any type of legal precedent that the withdrawal of water from TCR will not adversely impact the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Parties further agree that no third party, including, but not limited to any Water Supplier that has withdrawn from this Agreement, may rely upon this Agreement or any other TCR/SJR Project Agreement or the issuance of any Regional Permit, as legal precedent that the withdrawal of water from TCR will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2.

8.4 The Water Suppliers shall not submit a CUP application or otherwise seek a new or modified CUP to withdraw and use water from TCR or the SJR, other than Cocoa's, OUC's and ECFS' pending application for CUP 2-009-125333-1, OCU's pending application for CUP No. 2-095-119798-1 and ECFS' pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1, which conflict with the commitment of the Water Suppliers pursuant to this Agreement to seek a joint CUP on behalf of the Water Suppliers authorizing the Additional TCR/SJR Quantity. This requirement does not prohibit Cocoa from seeking modification, renewal or extension of CUP No. 2-095-50245-8, as specified in Section 8.2.

8.5 Cocoa, OUC and ECFS shall place its pending application for CUP 2-009-125333-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.5.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS shall withdraw their application for CUP No. 2-009-125333-1.

8.5.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS will follow the process set forth in Section 6.4 of the General Implementation Agreement. If Cocoa, OUC and ECFS decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then Cocoa, OUC and ECFS will be free to pursue issuance of their pending application for CUP 2-009-125333-1.

8.6. OCU shall place its pending permit application for CUP No. 2-095-119798-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.6.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU shall withdraw its application for CUP No. 2-095-119798-1.

8.6.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, OCU will follow the process set forth in Section 6.4 of the General Implementation Agreement. If OCU decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OCU will be free to pursue issuance of its pending application for CUP 2-095-119798-1.

8.7 ECFS shall place its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional SJR/TCR Quantity. ECFS may submit information to the SJRWMD indicating its desire that CUP No. 2-095-115794-1 and 2-097-118375-1 be issued simultaneously with, or following issuance of, a single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. ECFS may also request the SJRWMD modify any application or proposed agency action for CUP Nos. 2-095-115794-1 and 2-097-118375-1 to have these CUPs issued for a combined volume of up to 8 MGD, annual average, and a duration commensurate with the duration of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. Regardless of when the single, joint CUP and CUP Nos. 2-095-115794-1 and 2-097-118375-1 are issued, the Parties shall treat all three permits as having been simultaneously issued for purposes of determining their existing legal use status. The other Water Suppliers shall not object to or oppose ECFS' requests or directions regarding CUP Nos. 2-095-115794 and 2-097-118375-1 allowed under this Agreement. Nothing in this Agreement shall prevent ECFS from applying for and obtaining temporary CUPs for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use and the other Water Suppliers shall not hinder or oppose any applications for temporary CUPs obtained by ECFS for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use prior to issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional SJR/TCR Quantity.

8.7.1 Upon a notice of intent to issue a permit or similar declaration of forthcoming final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU and TWA agree to take such actions in the administrative case proceedings identified by State of Florida Division of Administrative Hearings (DOAH) Case No. 11-003968 and SJRWMD File of Record No. 2011-48 as

necessary to allow ECFS, at its election, to obtain CUP No. 2-097-118375-1 simultaneously with, or following issuance of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity and for a duration corresponding to the single joint CUP.

8.7.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, ECFS, OCU and TWA will follow the process set forth in Section 6.4 of the General Implementation Agreement. If ECFS decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then ECFS shall be free to pursue issuance of its pending applications for CUP 2-095-115794 and 2-097-118375-1 and OCU and TWA shall be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48. Additionally, should OCU or TWA decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OUC or TWA will be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48.

8.8 In lieu of the provisions of Section 8.7, above, the Water Suppliers may decide by Consensus for ECFS to include the allocations set forth in CUP Nos. 2-095-115794-1 and 2-097-118375-1 into the single, joint CUP issued to the Water Suppliers for the Additional TCR/SJR Quantity. If the Water Suppliers so decide, then ECFS shall place its pending applications for CUP No. 2-095-115794-1 and 2-097-118375-1 in abeyance pending issuance of a single, joint CUP by the

SJRWMD to the Water Suppliers, at which point ECFS shall withdraw its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1.

8.9 Individual Water Suppliers shall not submit an application for any permit that would prevent issuance of any of the Regional Permits, would cause the reduction of the amount of water allocable to the Water Suppliers in any CUP or any other applicable Regional Permit to be issued for the TCR/SJR Project, or would cause conditions to be appended to any Regional Permit that would increase the overall cost of implementing the TCR/SJR Project. Notwithstanding the foregoing and subject to Section 8.4, this Agreement shall not prevent or prohibit Cocoa from submitting any application to obtain any new permit or modification to any existing permit that may be necessary or required by law to maintain, repair or improve the operations of the Dyal WTP.

8.10 Except as authorized by Section 5.5, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any Regional Permit sought by the Project Administrator on behalf of the Water Suppliers pursuant to this Agreement including, but not limited, to the single joint CUP application submitted on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity.

8.11 The Parties shall not legally challenge or support any legal challenge against any proposed or final agency action with regards to any modification, renewal or extension of Cocoa's presently permitted use of TCR pursuant to CUP No. 2-095-50245-8, as specified in Section 8.2.

8.12 The Water Suppliers shall not oppose, legally challenge or support any legal challenge against any proposed or final agency action with regards to the issuance of CUP Nos. 2-095-115794-1 and 2-097-118375-1, as long as long as these permits are issued contemporaneously with, or subsequent to, the single joint CUP requested by the Project Administrator on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity and ECFS does not seek to increase a

combined permitted allocation from TCR above 8 MGD annual average, or make other changes to the applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 that would interfere with Cocoa's presently permitted use of TCR, as specified in Sections 8.2 and 8.3 or that would interfere with the TCR/SJR Project; provided, however, ECFS shall provide the other Water Suppliers a copy of the modified application and supporting material at least sixty (60) days prior to filing any changes to its applications and the other Water Suppliers shall notify ECFS at least sixty (60) days after receipt of such notice of their concerns with the changes to ECFS' applications. ECFS and the other Water Suppliers may mutually agree to change the deadlines in this Section. Additionally, the Water Suppliers shall not legally challenge or support any legal challenge against any temporary CUP obtained by ECFS to withdraw water from TCR, as long as the total combined permitted allocation of all temporary CUPs from TCR is equal to or less than 8 MGD annual average.

8.13 Under this Agreement, FRI's obligation shall be limited to the following:

8.13.1 Providing information requested by the Project Manager relating to ownership of: (a) the land underlying and adjoining TCR, (b) any facility required to discharge water from the SJR to TCR; and (c) any facility required to withdraw water from TCR;

8.13.2 Providing such consent as required by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit;

8.13.3 Providing such temporary right-of-entry as needed by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit; and

8.13.4 Transferring appropriate easements over any real property involving the SJR intake, raw water transmission lines, the TCR discharge structure and

the TCR intake structure, as specified in **Exhibit A** and required by the Project Manager in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Such easements shall be acquired according to the process provided for in the General Implementation Agreement.

8.14 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real property owned by FRI or any portion thereof for the duration of this Agreement. Immediately upon the Effective Date, the Parties shall execute the Notice of Agreement referenced in the General Implementation Agreement. The Notice of Agreement shall be recorded in accordance with the General Implementation Agreement. The Water Suppliers agree to release their rights under this section whenever FRI conveys any interest in real property to a third party; provided, the third party agrees to be bound by FRI's agreements, commitments, obligations and representations under this Agreement, as covenants running with the property interest acquired from FRI and further agrees to recordation of a new Notice of Agreement in accordance with the General Implementation Agreement. No later than thirty (30) days after the acquisition of the final easement interests over real property required by this Agreement, or upon termination of this Agreement, whichever occurs first, the Project Administrator shall execute and record the Notice of Terminating Agreement in accordance with the General Implementation Agreement.

9. WITHDRAWAL OF A WATER SUPPLIER. At any time, a Water Supplier may, at its option and upon written notice to the Project Administrator and all other Water Suppliers, withdraw from further participation in the Agreement, as follows:

9.1 Upon delivery of the notice of withdrawal and proof of the Water Supplier's withdrawal from all the other TCR/SJR Project Agreements, the Water Supplier shall no longer have any rights of participation in this Agreement, shall notify the appropriate regulatory agencies of its withdrawal from any Regional Permits and any applications for Regional Permits obtained or applied for under this Agreement and file the necessary legal instrument confirming it no longer has any legal interest in any real property acquired pursuant to this Agreement. A withdrawing Water Supplier right to seek a CUP to withdraw water from TCR shall be governed by the General Implementation Agreement. A withdrawing Water Supplier shall remain liable for payment of its share of costs related to a contract between the Project Administrator and a third party, which has been executed by the Project Administrator prior to the Water Supplier's withdrawal.

9.2 Upon notice of the effective withdrawal by a Water Supplier from this Agreement, the Project Administrator shall discontinue all work on the Regional Permits and ask for appropriate permit review extensions, while the remaining Water Suppliers convene to discuss the continued feasibility of the TCR/SJR Project. Within ninety (90) days of receiving notice of the effective withdrawal by a Water Supplier from this Agreement, the remaining Water Suppliers will decide by Consensus whether to terminate or amend this Agreement. If the remaining Water Suppliers do not decide by Consensus to terminate the Agreement, then the Project Administrator shall move forward with obtaining the Regional Permits and the withdrawing Water Supplier's cost share percentage and amount shall be assigned on a pro rata basis among the remaining Water Suppliers excluding the withdrawing Water Supplier's cost allocation from the total, unless the Agreement is amended by the Consensus approval of the remaining Water Sup-

pliers to allocate the withdrawing Water Supplier's cost allocation in some other fashion.

10. SUBSTITUTION OF WATER SUPPLIERS AND ASSIGNMENT OF THIS AGREEMENT TO OTHER WATER SUPPLIERS.

10.1 **Substitution**. As a matter of right, a new party may be substituted for an existing Party, if the new party agrees to enter this Agreement and fully perform all obligations of the existing Party. Prior to the substitution taking effect, the existing Party must notify the other Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal shall not apply when one existing Party is substituted for another existing Party.

10.2 **Assignment**. As a matter of right, this Agreement may be assigned by a Party, in part, to a new party if the new party agrees to enter into this Agreement and fully perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Water Supplier must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Water Suppliers, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Water Suppliers accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Water Suppliers shall be considered to have waived their right of first refusal. The preceding fright of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

11. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently pursue a Regional Permit outside the process described herein.

12. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

13. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

14. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

14.1 **Parties' Common Interest.** The Parties have a common interest in seeking any Regional Permit in accordance with the approved Scope of Work. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to the issuance of any Regional Permit and any related litigation.

14.2 **Sharing Confidential Information with Other Parties.** No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

14.3 **Using Confidential Information from Another Party.** Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.

14.4 **Disclosure of Confidential Information to Third Parties.** If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public records request or otherwise, any or all of the Confidential Information or any other documents or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert any and all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the disclosure of the Confidential Information, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes, and is not otherwise exempt from production, the

originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes, or other applicable requests for disclosure shall not be deemed to have violated this Section.

15. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

16. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail and by email to the Party's Project Representatives or Project Administrator. All notices shall be delivered or sent to the Parties at their respective ad-

dress shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922
	City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to County:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
	County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802

As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314
As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

17. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.

18. WAIVER. No failure by a Party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement.

19. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.

20. GOVERNING LAW AND VENUE. The Parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

21. LIABILITY AND INSURANCE.

21.1 **Sovereign Immunity.** Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the

waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.

21.2 **Indemnification**. All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), sub-consultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement or work and access to any of the property of the Parties.

21.3 **Insurance**. All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all reasonable efforts to incorporate FRI's comments into the contracts and sub-contracts as applicable.

22. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

23. CONSTRUCTION OF AGREEMENT.

23.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without re-

gard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

23.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."

23.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

23.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

23.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

23.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

23.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

23.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

24. TERM, TERMINATION.

24.1 The term of this Agreement commences upon its Effective Date and shall remain in effect for an initial term until completion of the Scope of Work or ten (10) years from the Effective Date, whichever is less, unless renewed by Consensus of all the Parties prior to the expiration date. The initial term shall be tolled by any pending legal challenges to issuance of any Regional Permit.

24.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

24.2.1 The General Implementation Agreement should terminate; or

24.2.1 Upon Consensus of all the Parties at any time.

25. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

25. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

26. DEFAULT AND REMEDY.

26.1 **Default**. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation,

representation or warranty contained in or arising out of this Agreement, shall constitute a Default under this Agreement.

26.2 **Notice of Default and Opportunity to Cure**. Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 16, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

26.3 **Remedy for Default**. For any Default not cured as provided in Section 26.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.

26.4 **Mediation**. Prior to seeking any remedy for a Default as provided in Section 26.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted ex-

peditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

26.5 **Force Majeure Event.** In the event that performance of this Agreement by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

27. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent Cocoa from collecting its attorney's fees, costs and expenses to fund the Scope of Work.

28. MISCELLANEOUS PROVISIONS.

28.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

28.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run

until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

28.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
for Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

ELIZABETH M MASON
Print Name

ORLANDO UTILITIES COMMISSION

By: _____
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: 8/30/17

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITYT
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: August 30, 2017

ATTEST:

_____
Clarence L. Thacker, Secretary

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____
K. Erik Jacobsen, President

Attest: _____

Date: 8/23/2017

Approved as to Form:

_____
Eric T. Olsen, Esq.
Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: Don M. Sleight

Don M. Sleight, Chief Executive Officer

Attest: Lisa Lint

Date: 8/16/2017

Approved as to Form:

Eric T. Olsen, Esq.,
Legal Counsel

EXHIBIT A – REGIONAL PERMITS

PERMIT	PERMITTEE OR SIGNATOR
CUP – Permit to withdraw the Additional TCR/SJR Quantity from the TCR/SJR Project	All Water Suppliers.
NEPA – Determination of a documentation level class of action, Categorical Exclusion, an Environmental Assessment and Finding of No Significant Impact or Environmental Impact Statement and Record of Decision for environmental effects of TCR/SJR Project	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
ERP – Construction of SJR intake structure(s), raw water pipelines from the SJR to TCR, TCR discharge structure, and TCR intake structure(s) and associated Authorization to Use Sovereign Submerged Lands	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
404 Permit – Construction of the SJR intake structure, raw water pipelines from the SJR to TCR, TCR discharge structure(s), and TCR intake structure.	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
NPDES Permit – Discharge of SJR Water into TCR (does not encompass separate NPDES Permits for construction activities)	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
Lease or Other Authorization for Use of State Lands – If the SJR intake(s) is located on the Tosohotchee State Preserve or other state owned lands.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in SJR Intake – If the SJR intake is not located on the Tosohotchee State Preserve or other state owned lands, then a legal instrument demonstrating a proprietary interest in the location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in Raw Water Transmission Lines – Legal instrument demonstrating a proprietary interest in the route of the raw water pipelines from the SJR to TCR will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Discharge Structure – Legal instrument demonstrating a proprietary interest in the location of the discharge structure on the L-73 levee or another location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Intake Structure – If TCR intake structure is different from the one currently owned and operated by the City or, if the existing intake structure will need to be modified, a legal instrument demonstrating a proprietary interest in the location of the intake structure on the L-73 levee will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.

EXHIBIT B – SUMMARY SCOPE OF WORK

INTRODUCTION

The work contemplated under this Agreement is to prepare permit applications and obtain the Regional Permits for the TCR/SJR Project. The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that multiple consultants that provide services including but not limited to engineering, surveying, environmental, geotechnical, hydrogeological, water quality, ground, surface and hydraulic modeling, public water supply demand projections, property acquisition, public relations, appraisal and legal services may be required.

TASK 1 – PERMIT ENGINEER REPORT TASK

In order to meet Regional Permit application requirements, the consultant selected under this Agreement shall prepare a comprehensive Permit Engineering Report. At the direction of the Project Administrator, this Permit Engineering Report shall either be a new engineering report or an update to the Preliminary Design Report completed by the Water Suppliers in 2009. In addition, to meeting Regional Permit application requirements, the Permit Engineering Report may contain additional efforts as specified under this Agreement.

TASK 2 – CUP APPLICATION PREPARATION

There are three primary demonstrations required of a CUP applicant: the use of water is needed and a reasonable-beneficial use, the use of water will not interfere with the any presently existing legal use of water, and the use of water is consistent with the public interest. The Additional TCR/SJR Quantity will be a new use from the SJR and an increase of an existing use from TCR.

The underlying concept of the CUP application process is that the Water Suppliers will provide water supply utility-specific information on their systems that is relevant to the application process relative to the conditions for issuance of a CUP with a fifty (50) year duration. The technical consultant will consolidate this information into a single body of work that represents the Water Suppliers' participation individually and as a whole. The CUP application will be compartmentalized consisting of the completed application document with supporting documents for the various demonstrations and supplemental information provided as attachments.

This task will include development of a hydrologic model, including a system operation schedule and mixing analysis for the SJR and TCR water supply to estimate the available yield and reliability of the system. The system operation schedule used in the modeling is intended to function within the constraints of the revised TCR regulation schedule and any existing MFLs on the SJR and Taylor Creek, considering the water quality of the SJR and resulting in acceptable water quality. This mixing analysis will also consider the impact of water from the SJR on the use of TCR for agricultural purposes as set forth in greater detail in Task 6 below.

It is assumed that existing documents provide much of the technical water resource evaluation information that would be required to support the CUP application. Technical documents that could be used include:

- Final and draft MFL documents on the SJR and Taylor Creek prepared by the SJRWMD Water Supply impact Study.
- SJR/TCR Water Supply Project Environmental Information Document and Preliminary Design Engineering Report (2009 EID), CH2M/PB Water Joint Venture, Orlando, Florida, September 2009
- Technical Publication SJ2006-2: District Water Supply Plan – 2005, SJRWMD, Palatka, Florida, 2006.
- CFWI Plan

TASK 3 – NEPA

A NEPA determination is triggered by major federal action. Major federal action in this context could be a major federal permit, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, or federal funding. NEPA could be triggered by a 404 Permit for improvements to the L-73 levee and expansion of the S-164 structure, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, a 404 Permit for the SJR intake structure, a 404 Permit for the TCR discharge structure, a 404 Permit for a new TCR intake structure or modification to the existing TCR intake structure, an NPDES Permit for the discharge of SJR water to TCR, or the receipt of Federal Funding. As part of this task, close coordination with the SJRWMD regarding their improvements to the L-73 levee, expansion of the S-164 structure and modification of the U.S. Army Corps of Engineers' regulation schedule for TCR is required. If NEPA is triggered, an Environmental Information Document and a Categorical Exclusion, Environmental Assessment or an Environmental Information Statement will be needed. The outcome of meetings with the U.S. Army Corps of Engineers and the SJRWMD will provide the direction needed for a NEPA determination, the level of documents needed and the integration of similar work-product by the SJRWMD and the Water Suppliers with regards to the TCR/SJR Project.

It is assumed that at a minimum an Environmental Information Document level analysis will be required. It is further assumed that the 2009 EID would be the starting point for the NEPA analysis.

TASK 4 – JOINT ERP/404 PERMIT AND AUTHORIZATION FOR USE OF SOVEREIGN SUBMERGED LAND PERMIT APPLICATION

At least one and possibly more than one Joint Application for Individual and Conceptual Environmental Resource Permit/Authorization to Use State Owned Submerged Lands/Federal Dredge and Fill Permit will be required for construction of the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure, a new TCR intake structure or modifications to the existing TCR intake structure and Dyal WTP modifications. This task may include the consideration of effects on threatened and endangered species, and historical and cultural resources.

A joint application was prepared as part of the 2009 EID. It is assumed this application would be the starting point for any joint application(s).

TASK 5 – NPDES PERMIT APPLICATION

An NPDES Permit may be needed to discharge water withdrawn from the SJR into TCR from blending differing qualities of water. This can be determined with coordination with the Department of Environmental Protection. It is assumed this determination will take into account the mixing analysis described above in connection with Task 2.

TASK 6 – LEASE OR OTHER AUTHORIZATION FOR USE OF STATE LANDS AND PROPRIETARY INTERESTS IN PROJECT FACILITIES

The ERP and 404 Permit will require ownership or control of the property on which the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure and possibly the TCR intake structure. The 2009 Environmental Information Document/Preliminary Design Report assumed the SJR intake structure would be located on the Tosohotchee State Preserve. If that proves to be the ultimate location, then a long-term lease or other authorization from the State of Florida will need to be obtained. If an alternative location for the SJR intake structure is selected, then legal instruments demonstrating a proprietary interest in the underlying real estate will be required. Similarly legal instruments demonstrating a proprietary interest in the underlying real estate in the route of the raw water pipelines from the SJR to TCR

will be required. Since the SJRWMD has an interest in the land comprising the L-73 Levee as part of a project administered on behalf of the United States Army Corps of Engineers, a legal instrument demonstrating a proprietary interest in the location of the TCR discharge structure will be required. Finally, for the same reasons expressed with regards to the proposed TCR discharge structure, a legal instrument demonstrating a proprietary interest may need to be obtained for the TCR intake structure.

TASK 7 – JOINT USE EVALUATION

As specified under this Agreement, prepare an evaluation of the effect of the construction and operation of the TCR/SJR Project on water quality in TCR, which may include a mixing analysis for the SJR and TCR waters. As specified under this Agreement, the technical consultant will conduct this evaluation in the manner specified in the General Implementation Agreement. The agricultural water quality parameters to be considered in this evaluation are Chlorides, Sodium, Specific Conductance, Fluoride, Total Phosphorus and Total Nitrogen. This information will be used to determine any constraints on the quality of water in TCR as part of the basis for developing operating protocols that will maximize the yield of TCR for public water supply and protect the quality of water used for agricultural purposes.

As specified under this Agreement, develop plans, tools and protocols for the operation of all phases of the TCR/SJR Project to achieve the following: (a) ensure compliance with the MFLs and other constraints on the withdrawal of water from the TCR and SJR; (b) protect the presently permitted use of TCR by Cocoa, as specified in Section 8.2; (c) maximize the yield and protect the water quality of TCR for both public water supply and agricultural purposes, as specified in the General Implementation Agreement; and (d) allow ECFS for the agricultural water supply portion, and the Water Suppliers for the public water supply portion, of the TCR/SJR Project to withdraw water as frequently as possible and to the greatest extent possible to achieve the water allotments specified in the General Implementation Agreement. These plans, tools and protocols may include a system operation schedule. The technical consultant shall submit these plans, tools and protocols to the Water Suppliers for review and approval. Approval of the plans, tools and protocols shall be as specified in the General Implementation Agreement.

TASK 8 – COMMUNICATIONS AND COORDINATION

During the course of this project, regularly scheduled meetings and milestone specific meetings will be necessary to keep the team current on project events and to obtain timely interactions, input and comments on, and approval of project deliverables. For this project, monthly project meetings with the Water Suppliers should be planned.

Additionally, the project may include the following components:

- Public involvement strategy
- Outreach activities
- Media outlet list
- Property owner and interested parties mailing list
- Public involvement schedule
- Local government coordination strategy
- Public meeting strategy.

TASK 9 – REGIONAL PERMIT COMPLIANCE

In the event that a Regional Permit is issued prior to the initiation of Phase 2 of the TCR/SJR Project as described in the General Implementation Agreement, the Water Suppliers may be required to initiate compliance activities. The scope and frequency of these compliance activities is presently unknown but could include, but not be limited to, hydrologic monitoring or water quality sampling. As specified under this Agreement, the consultant will initiate and maintain compliance with Regional Permits.

EXHIBIT C

List of Consultant's Key Personnel

Exhibit C

Technical Consulting Permitting Services
Taylor Creek Reservoir/St Johns River Water Supply Project
HDR Key Personnel

Key Role	Name	Company
Project Manager	Brenda van Ravenswaay	HDR
Consumptive Use Permitting Lead	Dale Helms	WSP (subconsultant to HDR)
Engineering Report Lead	Chance Lauderdale	HDR
Environmental Permitting Lead	Anwar Kahn	HDR
Public Involvement Lead	Teresa McClure	HDR
Permit Compliance Lead	Mary Thomas	WSP (subconsultant to HDR)

RESOLUTION NO. 2024-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2025; 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, 2024, and ending on September 30, 2025, at a Special meeting held on September 17, 2024; 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 2024-2025 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 8th day of October, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2025 - 003-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: UT

DATE PREPARED: 9/24/24

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 4,243,270	427-0000-389.84-00	TCR001	Non-Operating / Contribution TCR/SJR Proj.			$ 4,243,270	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 4,243,270	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 270,847)	421-4010-536.31-00	WS0919	W/S Professional Services			($ 270,847)	
$ 270,847	421-4020-536.31-27	TCR001	TCR Project - Cocoa 6%			$ 270,847	
$ 1,354,235	427-4020-536.31-34	TCR001	TCR Project - ECFS 30%			$ 1,354,235	
$ 677,117	427-4020-536.31-35	TCR001	TCR Project - Orlando Utility (OUC) 15%			$ 677,117	
$ 180,566	427-4020-536.31-36	TCR001	TCR Project - TOHO (TWA) 4%			$ 180,566	
$ 2,031,352	427-4020-536.31-37	TCR001	TCR Project - Orange County (OCU) 45%			$ 2,031,352	
$ 4,243,270	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Budgetary appropriation provided for the other entities, to allow issuance of a Purchase Order for the full amount of this multi-year phase of the TCR project for HDR Task Order #2. Task Order #2: Task2 - Consumptive Use Permitting and Joint Use Protocol. The City of Cocoa's portion is 6% of the total project. Agenda 24-579

City Council Approval Needed? *Yes.* (●) *No.* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2024-097

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

Kimberley Ross Digitally signed by Kimberley Ross Date: 2024.09.24 09:34:00 -04'00'
Requestor's Signature

Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.09.24 15:54:22 -04'00'
Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.09.24 13:33:50 -04'00'
Department Director's Signature

Lora Howell Digitally signed by Lora Howell Date: 2024.09.24 08:34:20 -04'00'
Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

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

Revised eform 9/23/24 - FN

Legislation Details (With Text)

File #:	24-588	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/2/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	
Title:	Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. (Planner)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 2, 2024.
Agenda Date: October 8, 2024.
Prepared By: Jennifer Webster, Planner
Through: Stockton Whitten, City Manager
Requested Action:
Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial.

BACKGROUND:

The applicant has requested to continue the matter without a date certain.

PRIORITY AREA CONNECTION:

Economic and Community Development.

BUDGETARY IMPACT:

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

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

powered by Legistar™

Legislation Details (With Text)

File #:	24-589	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/3/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	
Title:	Consideration for approval Ordinance 13-2024 a Land Development Code Text Amendment Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, and limited types of commercial vehicles and heavy equipment sales and rentals, to the list of permitted uses of subsection (A)(12) in the C-G, Commercial-General, zoning district. (Planner) .				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 13-2024 _ CG Major Recreational Equipment Sales v4 Clean.pdf 24-07000004 909 N Cocoa ZTA Application .pdf Legal Ad P&Z 909 N Cocoa ZTA_Oct2_affadavit.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2024.
Agenda Date: November 12, 2024.
Prepared By: Patrick Murray, Planning Consultant
Through: Stockton Whitten, City Manager
Requested Action:
Consideration for approval Ordinance 13-2024 a Land Development Code Text Amendment Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, and limited types of commercial vehicles and heavy equipment sales and rentals, to the list of permitted uses of subsection (A)(12) in the C-G, Commercial-General, zoning district.
.

BACKGROUND:

The applicant, Mr. Thomas R. Sullivan, is requesting a zoning text amendment to Land Development Code Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, limited types of commercial vehicles sales and rentals, and limited heavy equipment sales and rentals to the list of permitted uses of subsection (A)(12) in the C-G, Commercial-General, zoning district. The proposed changes include site-design standards related to the storage of trailers and other Major Recreational Equipment.

The applicant held a pre-application meeting with the City to determine if their proposed use would

be allowed on a specific property in the C-G District. Generally, the applicant's use is to provide a point of sale and maintenance facility for utility trailers, enclosed trailers, and similar pull-behind tow-trailers. Based on the description of the business, it was determined by City staff that an update to the City's Code would be required in order for the business to operate in the C-G zoning district as proposed. While new and used automotive vehicles, agricultural equipment, and mobile home sales and/or rentals are permitted in the General Commercial District, the sale and rental of Major Recreational equipment, specific commercial vehicles, and specific Heavy Equipment, which is a specifically defined term, is not currently permitted or included in the C-G zoning district.

The existing definition for Major Recreational Equipment and Commercial Vehicle and Heavy Equipment in the Land Development Code is as follows:

> ***MAJOR RECREATIONAL EQUIPMENT***. Boats (excluding kayaks and canoes) and boat trailers, travel trailers, pick-up campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings, tent trailers, golf carts, and the like, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not (refer to article XIII, section 14).
>
> ***COMMERCIAL VEHICLES AND HEAVY EQUIPMENT***. Commercial, industrial or agricultural vehicles, equipment or machinery, whether or not the vehicle, equipment or machinery is licensed or otherwise authorized to travel upon the roads of the state, specifically including, but not limited to: semi-trailers; tractors for semi-trailers; trucks; step-vans; box trucks; construction equipment; cement mixers; compressors; forklifts; buses; tow trucks; dump trucks; trucks with roll -back beds; trailers; any other similar vehicles, equipment and machinery classified as commercial by the manufacturer; and pickup trucks, passenger vans, and cargo vans used for commercial purposes.

The proposed ordinance still prohibits most types of commercial vehicle and heavy equipment sales, which is permitted in the M-2 zoning district. However, it would allow for the sale and rental of *enclosed and unenclosed utility trailers only*.

Please note that Section (12)(a)(11) currently allows "New and used automotive vehicles and agricultural equipment and mobile home sales and/or rentals with accessory uses subject to design standards provided in appendix A, article XIII, section 28 <https://library.municode.com/fl/cocoa/codes/code_of_ordinances?nodeId=PTIICO_APXAZO_ARTXIIISUDIRE_S28SARENEUSAUVEAGEQMAREEQMIREVEMOHOACUS> of the City Code." Given that the C-G doesn't currently consider Major Recreational Equipment or Commercial Vehicles and Heavy Equipment sales and rentals, a concern of staff was proper screening and buffering throughout the entire C-G district. As a result, the proposed use is being placed beneath existing use Section 12(A)(11), as (12), with the existing uses (12) to (17) to be shifted one number, as unique design standards that are above and beyond Appendix A, Article XIII, Section 28, are proposed, as seen below.

Request:

The applicant has requested an amendment to the Land Development Code to include Major Recreational Equipment, Commercial Vehicles and Heavy Equipment to the list of permitted uses of subsection (A)(11) in the C-G zoning district.

Although the request is to amend subsection (A)(11) in the C-G zoning district, staff believes that Major Recreational Equipment, and specifically Commercial Vehicles and Heavy Equipment, warrants its own subsection with conditions. This is due to the unique character of the definition and the need for correlating conditions to protect the health, safety, and welfare of the community.

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:

a. The need and justification for the change.

The proposed request outlines specific guidelines for the sale and maintenance of large recreational equipment, as well as the associated primary uses and structures in the C-G zoning district related to travel trailers. This request also includes limited types of commercial vehicles and heavy equipment sales and rentals to be included in the C-G zoning district. An amendment to the code is warranted and would enable these uses without requiring a special exception.

Staff Finding: Amending the land development code to include Major Recreational Equipment sales and rentals along with Commercial Vehicles and Heavy Equipment sales and rentals in the C-G zoning district promotes the ability to provide commercial services with similar uses in designated areas. Further, standards for storage of trailers related to site design and landscaping, provide a sense of aesthetics in areas that are intended along transportation corridors and in public view.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The proposed amendment is consistent with the City's comprehensive plan and the properties underlying future land use category. Due to the geographic location and proximity to transportation corridors and public view, the proposed change is appropriate to the C-G category. Additionally, surrounding properties with C-G categorization include uses with automotive vehicles and agricultural equipment sales, storage garage, and automobile laundry or quick wash services.

Staff Finding: The proposed Zoning Text Amendment to include major recreational equipment and limited commercial equipment and heavy equipment in the Commercial General development category aligns with the City's Comprehensive Plan. The Comprehensive Plan designates the Commercial future land use category to support various retail, personal, and professional uses with direct access from a four-lane collector or two-lane arterial. Since the zoning district will not change, there will be no conflict with the comprehensive plan.

The proposed Zoning Text Amendment is consistent with key goals, objective, and policies in the City of Cocoa's Comprehensive plan.

Expanding the allowed uses in the C-G zoning district will help facilitate Comprehensive Plan Objective 1.1.4: Redevelopment. This objective encourages the redevelopment of areas where vacant, dilapidated, or substandard properties currently exist. Allowing Major Recreational Equipment

and limiting Commercial Vehicles and Heavy Equipment in the C-G zoning district will allow new commercial uses in areas where redevelopment is desirable.

Implementing design standards for the proposed uses in the C-G zoning district is consistent with the Comprehensive Plan Policy 1.2.1.7. The newly added design standards will emphasize aesthetics and human comfort while promoting a sense of place, especially at the street level.

Further, Comprehensive Plan Objective 12.1.4 aims to protect water quality. To prevent unintended oil or chemical spills associated with other motorized vehicles, the maintenance allowed on Major Recreational Equipment and the limited Commercial Vehicles and Heavy Equipment in the C-G zone will be limited to indoors.

Following review of the proposed application and supporting material, staff recommends the proposed text to add Major Recreational Equipment to the City's Land Development Code Appendix A, Article XI, Section 12 subsection (A) (12) and subject to the following conditions.

The proposed provisions outlined below pertain to specific sections of the Land Development Code related to Major Recreational Equipment, limited Commercial Vehicles and Heavy Equipment. These provisions have been adapted for consideration within the C-G zoning district:

12) New and used major recreational equipment sales and/or rentals with accessory uses and certain new and used commercial vehicles and heavy equipment sales and/or rentals with accessory uses, which shall be limited to the sale and rental of enclosed and unenclosed utility trailers, subject to design standards provided in appendix A, article XIII, section 28 of the City Code and the following additional conditions, which shall take precedence in the event of a conflict with section 28:

a. Parking of major recreational equipment and unenclosed utility trailers forward of the front building line of the principal structure shall be limited to one (1) vehicle for each 30 lineal feet of street frontage. Unenclosed utility trailers parked forward of the front building line of the principal structure shall not exceed sixteen (16) feet in length. Such parking spaces shall be shown and identified on the scaled drawing depicting display and/or sales areas that shall be filed with the Community Services Director or the Planning and Zoning Division in accordance with appendix A, article XIII, section 28. If major recreational equipment and unenclosed utility trailers are parked forward of the front building line of the principal structure, ornamental fencing set-back a minimum of five (5) feet from the public right-of-way boundary line and a landscaping strip shall be provided as described in appendix A, article XIII, section 28.
b. Parking of enclosed utility trailers shall be prohibited forward of the front building line of the principal structure.
c. Outdoor storage areas located behind the front building line shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least six (6) feet in height or an on-site building. Fencing located in a side or rear yard behind the front building line may include as an alternative to the requirements of Appendix A, Article XIII, Section 5, black vinyl coated chain link fabric, provided the yard does not abut a residentially zoned district, or is a double frontage yard, as defined by the code. Where a side or rear yard abuts a residentially zoned district, the business or use shall conform with the requirements of Appendix A, Article XIII, Section 5 (F).
d. Major recreational equipment and utility trailers shall not be elevated or located on nonmoving single automotive vehicle display structures.
e. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in

height shall not be permitted.
f. Major recreational equipment permitted under this section shall not be used as living quarters.

PRIORITY AREA CONNECTION:

Choose an item..

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Planning & Zoning Board recommended approval - October 2, 2024

RECOMMENDED MOTION:

Pass on **FIRST READING** Ordinance 13-2024 a Land Development Code Amendment to Appendix A, Article XI, Section 12 of the Zoning Ordinance of the City of Cocoa to add major recreational equipment sales and rentals and limited commercial vehicles and heavy equipment sales and rentals to the list of permitted uses in the C-G zoning district and to provide design standards for major recreational equipment sales and/or rentals in the C-G zoning district.

ORDINANCE NO. 13-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD MAJOR RECREATIONAL EQUIPMENT SALES AND RENTAL AND LIMITED TYPES OF COMMERCIAL VEHICLE AND HEAVY EQUIPMENT SALES AND RENTAL TO THE LIST OF PERMITTED USES IN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND ESTABLISHING CONDITIONS FOR SUCH USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is granted the authority, under Section 2(b), Art. VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Appendix A, Zoning, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa, Florida, sets forth the permitted uses in the General Commercial District (CG); and

WHEREAS, the City Council desires to amend Appendix A, Article XI, Section 12 of the Zoning Ordinance to add major recreational equipment and certain very limited types of commercial vehicle and heavy equipment sales and rental as a permitted use and further establish conditions for such use; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

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

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

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

Section 2. **Zoning Text Amendment.** The City of Cocoa Code of Ordinances Appendix A, Article XI, Section 12, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI. It is intended that the text in Appendix A, Article XI denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

*** * ***

APPENDIX A – ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 12. District and intent—C-G, General Commercial District.

The provisions of this district are intended to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region. The type of uses and other restrictions are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) All principal uses and structures allowed in section 10, P-S Professional Services District, and section 11, C-N, Neighborhood Commercial District, except residential uses and child care centers, day nurseries or kindergartens.

(2) Any other retail sales outlet of products sold directly to the consumer.

(3) Wholesaling from sample stocks.

(4) Dry cleaning establishments using noninflammable solvents and cleaning fluids as determined by the fire chief.

(5) Business service establishments.

(6) Commercial recreation structures such as theaters, driving ranges, bowling alleys, and similar uses except drive-in theaters (enclosed structures shall be air conditioned).

(7) Automobile laundry or quick wash.

(8) Liquor stores (retail) and cocktail lounges.

(9) Storage garage, public and private automobile parking.

(10) Repair service establishments such as household appliances, radio and television and similar uses.

(11) New and used automotive vehicles and agricultural equipment and mobile home sales and/or rentals with accessory uses subject to design standards provided in appendix A, article XIII, section 28 of the City Code.

(12) New and used major recreational equipment sales and/or rentals with accessory uses and certain new and used commercial vehicles and heavy equipment sales and/or rentals with accessory uses, which shall be limited to the sale and rental of enclosed and unenclosed utility trailers, subject to design standards provided in appendix A, article XIII, section 28 of the City Code and the following additional conditions, which shall take precedence in the event of a conflict with section 28:

a. Parking of major recreational equipment and unenclosed utility trailers forward of the front building line of the principal structure shall be limited to one (1) vehicle for each 30 lineal feet of street frontage. Unenclosed utility trailers parked forward of the front building line of the principal structure shall not exceed sixteen (16) feet in length. Such parking spaces shall be shown and identified on the scaled drawing depicting display and/or sales areas that shall be filed with the Community Services Director or the Planning and Zoning Division in accordance with appendix A, article XIII, section 28. If major recreational equipment and unenclosed utility trailers are parked forward of the front building line of the principal structure, ornamental fencing set-back a minimum of five (5) feet from the public right-of-way boundary line and a landscaping strip shall be provided as described in appendix A, article XIII, section 28.

b. Parking of enclosed utility trailers shall be prohibited forward of the front building line of the principal structure.

c. Outdoor storage areas located behind the front building line shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least six (6) feet in height or an on-site building. Fencing located in a side or rear yard behind the front building line may include as an alternative to the requirements of Appendix A, Article XIII, Section 5, black vinyl coated chain link fabric, provided the yard does not abut a residentially zoned district, or is a double frontage yard, as defined by the code. Where a side or rear yard abuts a residentially zoned district, the business or use shall conform with the requirements of Appendix A, Article XIII, Section 5(F).

d. Major recreational equipment and utility trailers shall not be elevated or located on nonmoving single automotive vehicle display structures.

e. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.

f. Major recreational equipment permitted under this section shall not be used as living quarters.

~~(12)~~ (13) Professional business schools, vocational and trade schools, not involving operations of an industrial nature.

~~(13)~~ (14) Printing, bookbinding, lithography and publishing establishments, blueprinting, photostating.

~~(14)~~ (15) Package store, beer and wine.

~~(15)~~ (16) Hotels and motels with no more than fifty (50) units per gross residential acre and with a minimum living area per dwelling unit of no less than three hundred (300) square feet.

~~(16)~~ (17) Retail automotive gasoline/fuel sales as an accessory use to convenience stores, subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

~~(17)~~ (18) Gym and fitness facilities.

Section 3. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 4. 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 5. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2024.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT, City Clerk

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

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Request:** To add "major recreational equipment" as a permitted use in the C-G zoning district.

2. **Applicable City Code Section(s):** Article XI, Section 12(A)(11).

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

   Company (if applicable): GrayRobinson, P.A.

   Name: Thomas R. Sullivan

   Mailing Address: 301 E. Pine Street, Suite 1400

   City: Orlando State: FL Zip Code: 32839

   Phone #: 407 244 5664 Fax #: 407 244 5690

   Mobile #: 407 275 7740 E-mail: thomas.sullivan@gray-robinson.com

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

   a. ☒ **Notarized application.**

   b. ☒ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

   c. ☒ **Corporate documents.** If the applicant is representing a company, articles of incorporation which show the applicant 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).

   d. ☐ **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

5. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

6. **Dates and locations of public hearings.** All zoning text ordinance amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

7. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

8. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

9. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

10. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

11. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

12. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

13. Zoning Text Amendment Petition

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text amendment as specified below:

a. In order to approve a zoning text ordinance amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(2) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council.

a. The need and justification for the change.

The stated intent of the C-G zoning district is to be developed and preserved as a major commercial center serving the commercial needs of the community and region. Adding "major recreational equipment" as a permitted use is in keeping with the intent of the C-G zoning district as it would allow for the sale of work trailers for various small businesses in the City and surrounding area (i.e., utility trailers for landscapers, enclosed trailers for plumbers and contractors).

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The requested amendment is consistent with a number of goals, objectives and policies set forth in the Future Land Use Element of the City's Comprehensive Plan, including Policy 1.1.2.9, which provides that Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses.

Applicant's Signature

6/2/24
Date

Thomas R. Sullivan
Applicant's Printed Name

14. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF ORANGE. I, Thomas R. Sullivan 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 applicable petition, 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)

Thomas R. Sullivan
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Notary Public State of Florida
Debra A Gilley
My Commission HH 451790
Expires 10/5/2027

Debra A Gilley
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 2nd day of June, 20 24

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Zoning Text Amendment as described in the attached application.

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

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STATE OF FLORIDA COUNTY OF Osceola.

I, Scott Locke on behalf of 4840 IRLO, LLC being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Thomas R. Sullivan of GrayRobinson, P.A. to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

(OWNER SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

DIANE T. BRADSHAW
MY COMMISSION # HH 270034
EXPIRES: September 29, 2026

Personally Known ✓ ~~OR Produced Identification~~

Type of I.D. Produced _____

Diane T. Bradshaw
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 10 day of May, 2024

Rev. 4-30-09

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
4840 IRLO, LLC

Filing Information

Document Number	L19000095835
FEI/EIN Number	84-2861329
Date Filed	04/11/2019
State	FL
Status	ACTIVE

Principal Address

3169 CANOE CREEK RD.
ST. CLOUD, FL 34772

Mailing Address

3169 CANOE CREEK RD.
ST. CLOUD, FL 34772

Registered Agent Name & Address

HALLOCK, DAVID D
ONE LAKE MORTON DR.
LAKELAND, FL 33801

Authorized Person(s) Detail

Name & Address

Title MGR

LOCKE, SCOTT
3169 CANOE CREEK RD.
ST. CLOUD, FL 34772

Annual Reports

Report Year	Filed Date
2022	02/28/2022
2023	03/01/2023
2024	03/07/2024

Document Images

03/07/2024 -- ANNUAL REPORT View image in PDF format

03/01/2023 -- ANNUAL REPORT	View image in PDF format
02/28/2022 -- ANNUAL REPORT	View image in PDF format
02/11/2021 -- ANNUAL REPORT	View image in PDF format
01/23/2020 -- ANNUAL REPORT	View image in PDF format
04/11/2019 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Classified Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

09/24/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/24/2024

Legal Clerk

Notary, State of WI, County of Brown

1-7-25

My commission expires

Publication Cost:	$598.16	
Tax Amount:	$0.00	
Payment Cost:	$598.16	
Order No:	10595885	# of Copies:
Customer No:	1127247	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING ZONING TEXT AMENDMENT

NOTICE IS HEREBY GIVEN THAT

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 13-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD MAJOR RECREATIONAL EQUIPMENT SALES AND RENTAL AND LIMITED TYPES OF COMMERCIAL VEHICLE AND HEAVY EQUIPMENT SALES AND RENTAL TO THE LIST OF PERMITTED USES IN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND ESTABLISHING CONDITIONS FOR SUCH USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/
LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON

October 2, 2024

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON

October 8, 2024

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://cocoa.legistar.com/Calendar.aspx

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org .

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://cocoa.legistar.com/Calendar.aspx The City is not responsible for technical difficulties that may occur while viewing or listening online.

FT-40316288

Legislation Details (With Text)

File #:	24-582	**Version:** 1	**Name:**	Porcher House Tenant Increases
Type:	Informational Item		**Status:**	Agenda Ready
File created:	9/27/2024		**In control:**	City Council
On agenda:	10/8/2024		**Final action:**	
Title:	Council approval of a 3% increase in rent for the tenants at the Porcher House. (Comm. & Economic Development Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2024
Agenda Date: October 8, 2024
Prepared By: Samantha Senger, Director of Communication and Economic Development
Through: Stockton Whitten, City Manager
Requested Action:
Council approval of a 3% increase in rent for the tenants at the Porcher House.

BACKGROUND:

There are three tenants that rent office space at the Porcher House. The annual lease agreements are up for renewal for the term of October 1, 2024 through September 30, 2025.

Previous 3 years:
2021/22: 15% Increase
2022/23: 3% Increase
2023/24: 3% Increase

Staff is proposing to increase the rent for the upcoming renewal period 3% once again. Below is the proposed increase.

Proposed 24/25 - 3% increase

Tenant	Lease Location	Square Footage	Monthly Cost Per SQ FT	Rent	CAM	Sales Tax	Total Due	Increase of:	
Anello Consulting	PH #205	231	1.78	$411.18	$20.56	$12.95	$444.69	$2.00	per month
Jackson Private Wealth	PH #201	297	1.78	$528.66	$26.43	$16.65	$571.75	$2.57	per month
Jackson Private Wealth	PH #206	264	1.78	$469.92	$23.50	$14.80	$508.22	$2.29	per month

powered by Legistar™

Note that the sales tax rate is the current sales tax rate and is subject to change annually, or more often, per the Florida Department of Revenue.

The City Manager is authorized to sign the renewal agreements per the current terms of the agreement. All increases in rent have been previously approved through Council.

Comparable prices in the Cocoa Village area:

- Harrison Street: 1,100 sq ft, $2.50 monthly cost per sq ft
- Brevard Avenue: 1,528 sq ft, $1.83 monthly cost per sq ft

STRATEGIC PLAN CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Tenant lease payments are recorded as revenue and budgeted each year.

PREVIOUS ACTION:

Council approved a 3% increase in rent for the FY23/24 renewal period.

RECOMMENDED MOTION:

Council approval of a 3% increase in rent for the tenants at the Porcher House.

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Legislation Details (With Text)

File #:	24-587	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/2/2024			**In control:**	City Council
On agenda:	11/12/2024			**Final action:**	
Title:	Consider the reappointment of Ron Chabot through November 2027; Consider the appointment of Katherine Stewart and Joseph Bachand to fill one Regular member vacancy and one Alternate member vacancy on the Planning and Zoning Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Chabot Intent to Reapply.pdf Joseph Bachand Application Bachand Letter Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 2, 2024.
Agenda Date: November 12, 2024.
Prepared By: Abigail Bass, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Ron Chabot through November 2027; Consider the appointment of Katherine Stewart and Joseph Bachand to fill one Regular member vacancy and one Alternate member vacancy on the Planning and Zoning Board.

BACKGROUND:

Ron Chabot, who is currently fulfilling the remaining term of Marilyn Green, is set to expire on November 30, 2024. Mr. Chabot has served on the Planning and Zoning Board since January of 2023. He has indicated an interest in being reappointed for a full three-year term.

Additionally, the Planning and Zoning Board also has one Regular member vacancy and one Alternate member vacancy.

Katherine Stewart is currently the 2nd Alternate member on the Planning and Zoning Board and has served since January, 2023. Ms. Stewart spoke with the Clerk's office and expressed an interest in being appointed as a Regular member. During her time serving as an Alternate member, she held a high attendance record. Should Council decide to appoint Ms. Stewart to a Regular member seat, the position of 2nd Alternate would then become available.

Mr. Bachand is a prior member of the US1 Redevelopment Agency and a member of the Florida bar with knowledge of the City's code. He owns and operates an office of law within the City limits of Cocoa.

It should be clarified that the Regular member vacancy holds a three-year term through November 2027 and the Alternate member vacancy has no expiration.

If approved, it is at the discretion of the City Council to determine which position they would like each applicant to fulfill.

Each applicant currently meets the eligibility requirements for serving on a City board.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement.

BUDGETARY IMPACT:

N/A.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the reappointment of Ron Chabot through November 2027; Consider the appointment of Katherine Stewart and Joseph Bachand to fill one Regular member vacancy and one Alternate member vacancy on the Planning and Zoning Board.

powered by Legistar™

Abigail Bass

From: noreply@civicplus.com
Sent: Friday, July 12, 2024 12:02 PM
To: City Clerk
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	JOSEPH
Last Name	BACHAND
Application Date	7/12/2024
Address1	959 NORTH COCOA BOULEVARD
City	COCOA
State	FL
Zip	32922
Cocoa City Council District	District 1
Home Phone Number	3216345256
Work Phone Number	*Field not completed.*
Cell Phone Number	3212230166
Other Phone Number	*Field not completed.*

Place of Business	BACHAND & BACHAND, P.A. 959 NORTH COCOA BOULEVARD, SUITE 1, COCOA, FL 32922
Title/Position Held	owner
Date of Birth*	[redacted]
E-mail Address	jbachand@bachandpa.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Code Enforcement/Drug Related Public Nuisance Board, Planning & Zoning Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes

If yes, please list all addresses you own in the City of Cocoa:

Address1	959 NORTH COCOA BOULEVARD
Address2	SUITE 1
City	COCOA
State	FL
Zip	32922
Address1	220 Florida Avenue
Address2	*Field not completed.*
City	Cocoa
State	FL

Zip	32922
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	PRIOR MEMBER OF US1 REDEVELOPMENT COMMITTEE. MEMBER OF FLORIDA BAR WITH KNOWLEDGE OF CITY CODE.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	JOSEPH RYAN BACHAND
Date:	7/12/2024

City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

BACHAND & BACHAND, P.A.

Attorneys and Counselors at Law

JOSEPH R. BACHAND **jbachand@bachandpa.com**
RACHEL R. BACHAND **rbachand@bachandpa.com**

September 10, 2024

Via email to Abass@cocoafl.gov

Ms. Abigail Bass
Assistant City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: JOSEPH RYAN BACHAND
Board Application

Dear Ms. Bass:

My name is Rachel Rickey Bachand. I am the President of RJB Development, Inc. My husband, Joseph Ryan Bachand, are equal shareholders of the entirety of the stock of RJB Development, Inc. RJB Development, Inc. is the owner of the real property located at 959 N. Cocoa Boulevard, Cocoa, Florida, 220 Forrest Avenue, Cocoa, Florida, and 224 Forrest Avenue, Cocoa, Florida.

Please contact me if you have any questions.

Sincerely,

Rachel Rickey Bachand

Planning & Zoning Board	**Meets First Wednesday Every Month @ 6pm**		**Expirations in November**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Tamisha Findlay	315 Stone St. Cocoa, FL 32922	321-412-2948	07/2024 Appointed	2027
Wesley Park Fulfilling Al Washington's term	1112 Abington St., Cocoa, FL 32922 Wesley.n.park@gmail.com	321-298-4943	01/23 Appointed	2026
~~Veronica Lopez-Velez~~ ~~(Replaced Trina Gilliam)~~ **VACANCY**	~~571 Cressa Cir.~~ ~~Cocoa, FL 32926~~ ~~Ronilope011@gmail.com~~	~~407-498-8510~~ ~~(cell)~~	~~12/21 Appointed~~	~~2024~~
Ron Chabot Fulfilling Marilyn Green's term	2114 Clairemont Dr. Cocoa, FL 32922 Ron982@msn.com	321-403-3861	01/23 Appointed	2024
MerryBeth Burgess	19 Parkway Street Cocoa, FL 32922 merrybethburgess@rocketmail.com	404-683-0560	07/24 Appointed as Regular member 01/2022 Appointed as Alternate member	2027
Aleck Greenwood	PO Box 1077 Cocoa, FL 32923 Agreenwood2@cfl.rr.com	321-917-3770	12/22 Reappointed 08/2022 Appointed as Regular member (fulfilling term of J. Blanco) 01/2019 Appointed	2025
Marcus Wheeler	709 Ixora Ave. Cocoa, FL 32922 lushorn@gmail.com	321-271-9871	01/23 Appointed	2026
Frank Manfredi (Fulfilling term of Justin Simpson)	1209 N. Indian River Dr. Cocoa, FL 32922	847-922-9816	07/2024 Appointed	2024
Todd Anderson (1/3 non-resident)	6570 Pleasant Ave., Cocoa, FL 32927 toddpanderson@yahoo.com	403-7595 (cell)	01/23 Reappointed 02/2020 Appointed 11/16 Reappointed 1/28/14 appointed (to fill vacancy	2025

			left by Stephenson)	
VACANCY - 1st Alternate				No expiration
Katherine Stewart- 2nd Alternate	5261 Talbot Blvd., Cocoa, FL 32926 Katherineann_s@yahoo.com	267-226-2284	01/23 Appointed	No expiration
~~Debbie Joyce (Non-Voting Member)~~ **VACANCY**	~~3231 Nottingham Ln., Cocoa, FL 32926~~ ~~Debbie32926@brighthouse.com~~ ~~Debbie3231nl@outlook.com~~	~~321-338-2047~~	~~03/2020~~ ~~Appointed~~	~~No expiration~~
LIAISON	Lavander Hearn	474-1189	Updated 07/2024	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Lori Chabot	433-8491		

Legislation Details (With Text)

File #:	24-593	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	10/3/2024		**In control:**	City Council	
On agenda:	10/8/2024		**Final action:**		
Title:	Consider the Donation Application for Brevard Prevention Coalition in the amount of $1,000. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard Prevention Coalition.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2024
Agenda Date: October 8, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Donation Application for Brevard Prevention Coalition in the amount of $1,000.

BACKGROUND:

Brevard Prevention Coalition submitted a donation application request for their program “Sixth Man Tournament”. The application is complete and all of the required information is attached.

Brevard Prevention Coalition plans to serve 250-500 participants at this event, with the majority of participants being from the City of Cocoa. These funds will help provide an opportunity to address two community challenges: the need for positive interactions between law enforcement and youth, and the prevention of youth substance misuse. Brevard Prevention Coalition and Hey!Blue are partnering on this project to foster trust, community spirit and healthy choices among young people.

Each fiscal year, each City Council member is allotted $1,000 and can choose whether or not to donate any of their portions to applicants. It is suggested that if each member wishes to contribute, each would be using $200 of their allotment, leaving each member with a balance of $800.

There have been no other donation requests approved this Fiscal year.

The donation application is attached for your review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested $1,000
Account Number 001-1000-511.48-00
Account Name Promotional Activities

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Donation Application for Brevard Prevention Coalition in the amount of $1,000.

DONATION APPLICATION REQUESTS:

PURPOSE:

In accordance with the City Charter, there must be a "municipal purpose" in order to be eligible to receive a donation. The donation is designed to assist organizations that build relationships and enhance the Cocoa community. A maximum of $1,000 may be awarded, based on funding availability, per fiscal year for local projects and programs. It is the goal of the City Council that funding these programs will promote stronger and healthier neighborhoods.

ELIGIBILITY:

Any organization **that serves Cocoa residents,** may apply.

- Organization is in good standing and licensed to do business in Florida;
- Provides a service beneficial to the citizens of the City of Cocoa;
- Does not receive funding from any other City source e.g. CDBG funds, RDA funds;
- Has not already been awarded funding within the same fiscal year;
- Organization has not violated terms of previous fiscal year awards;
- Organization does not have any past due fees and taxes owed to the City.

Funds provided by the City are not intended to be used for cash scholarships, sub-grants, or sub-awards. They are to be used by the organization applicant. To clarify, however, membership scholarships for needy children, such as Little League, would be eligible. In-kind services from the City that may be requested include, but are not limited to, the following:

- Personnel time (police, fire, public works personnel);
- Waiver of fees for permits, banners, rental of facilities;
- Use of City equipment.

Donations are on a first come, first serve basis whether in-kind or monetary and the maximum amount awarded to any recipient is $1,000 per fiscal year. If the donation is in-kind, upon Council approval the requested funds will be transferred to the appropriate account to cover the costs of the donation.

PROJECT SELECTION:

Applications will be scored on the criteria contained in the application. A minimum score of 45 points must be obtained to be eligible to receive funding. Please make sure that all requested information is provided at the time of submittal. Successful applications will:

- Provide a service to Cocoa residents that enhance the community;
- Provide proof of non-profit status;
- Submit a Use of Funds Statement outlining the request from the City, statement of project impact, goals, and objectives as outlined in the Grant Application;
- Spend allocated funds within the specified fiscal year;

- Appoint a point of contact;
- Involve Cocoa residents whenever possible;
- Provide an After Action Statement, along with a Material Purchases Schedule identifying how City funds were expended.

Funds donated by the City are to be used for the sole purpose delineated in the submitted application unless unforeseen circumstances arise which affect the use of donated funds (e.g. natural or man-made disaster). The organization will be responsible for reporting any changes to the application to the City Clerk as soon as possible. If the monetary donation was for a special event and the event is canceled due to events outside of the organization's control such as inclement weather and the event cannot be rescheduled, the City Manager will have the authority to waive repayment requirements. The City Manager will have the discretion to request the reimbursement of City funds if the organization's justification for the change is not reasonable. If the City's donation was for in-kind staff time and the event is re-scheduled, the organization will have to coordinate with staff and the donation may not be possible.

Failure to adhere to the above requirements will result in denial of future application requests and possible forfeiture of funds already committed.

APPLICATION DEADLINE:

As of the initial date of adoption of this policy, the City Manager, through his designee, the City Clerk, will handle the processing of requests for any monetary contributions or donations. Each applicant must submit a Donation Application Request (Appendix C) with all attachments directly to the City of Cocoa's City Clerk's Office. All requests submitted directly to the City Council will not be considered for eligibility but will be referred to the City Clerk's Office for an application.

Monica Arsenault, City Clerk
65 Stone Street
Cocoa, FL 32922

Requests for a monetary contribution for a special event must be submitted to the City Clerk's Office a minimum of 60 days prior to the date of the event. The Donation Application Request does not eliminate the need to complete a Special Events application. The City's Special Events application is required for planning and coordinating purposes, not donations.

Donation Application Request forms will be accepted on a first-come, first-served basis and will be reviewed internally by an employee of the City Clerk's Office, the Finance Department, and OMB. Those applications that meet the minimum criteria will be submitted to the City Attorney to insure that the contribution request is consistent with the City Charter and applicable law. Requests that meet **ALL** minimum criteria will be forwarded to the City Council for action. The Council shall have the sole and absolute discretion to approve or deny any donation request. An applicant whose application does not meet the minimum criteria will be notified in writing that the request will not be forwarded to the City Council for further action. Any questions or comments please call (321) 433-8484.

Please refer to *OMB Policies & Procedures, Section III. Specific Policies, B. Donation Policy* for more information. Adopted by Cocoa City Council 04/11/2006.

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Brevard Prevention Coalition

Project Name: Sixth Man Tournament

		YES	NO
1	Completed Application	✓	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	✓	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	✓	
4	Exhibit C - Project Objectives	✓	
5	Exhibit D - Use Of Funds Statement	✓	

Please send original application with requested attachments to:

City of Cocoa

Monica Arsenault, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at 433-8488 . Thank You.

65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Brevard Prevention Coalition

FEDERAL ID #: 83-2467491

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: PO Box 320460

CITY/STATE: Cocoa Beach, FL **ZIP:** 32932

CONTACT PERSON: Joy Wilkinson **TITLE:** Community Engagement

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321-351-8506 **FAX #:**

EMAIL ADDRESS: Jwilkinson@brevardprevention.org

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: See attached - Profit and Loss

PROJECT INFORMATION:

NAME OF PROJECT: Sixth man tournament

TOTAL PROJECT COST: $26,800

AMOUNT OF MONETARY REQUEST: $

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF IN-KIND REQUEST: $ 1,000

COUNCIL DISTRICT: ☒ CITYWIDE ☐ DISTRICT 1 ☐ DISTRICT 2 ☐ DISTRICT 3 ☐ DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 250-500

 # OF COCOA RESIDENTS TO BE SERVED: 200-500 (20 POINTS)

NEW PROGRAM?: ☐ YES ☒ NO (10 POINTS)

EXPANDED PROGRAM?: ☒ YES ☐ NO

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes X No_____ If yes, briefly describe. (10 POINTS)

Cocoa residents will play a vital role in all phases of the project. Residents will provide invaluable input on project design, implementation, and evaluation. We will recruit volunteers to assist with event planning, set up, and execution. We aim to create a project that truly reflects the needs of the community.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

BPC has a proven track record in delivering impactful youth substance misuse prevention programs. We have established partnerships with Key Stakeholders, such as Brevard Symphony Orchestra, Brevard Cultural Alliance, and USSSA Space Coast Complex, being able to reach a wide audience through our I Choose Me initiative. The event will be complete on October 12th, 2024.

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Chanta L Reggacci
Signature of Authorized Representative

10.1.24.
Date

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Brevard Prevention Coalition Project Name: Sixth Man Tournament

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	**Yes** ☑ **No** ☐	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	**Number** 300-500	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	**Yes** ☑ **No** ☐	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	**Yes** ☑ **No** ☐	20

6. COMMENTS:

_____

_____

_____

_____

_____

Total Score 110

Minimum threshold met?: **Yes** ☑ **No** ☐

Forwarded to City Attorney for review: **Yes** ☑ **No** ☐ **Date:** 10/3/24

Meets municipal purpose?: **Yes** ☑ **No** ☐

City Council: _____ **Approved:** **Yes** ☐ **No** ☐

Approved 04/06

Brevard Prevention Coalition, Inc.

Profit and Loss

July 2023 - June 2024

	TOTAL
Income	
4000-000 Billable Expense Income	250,000.00
4010-000 Uncategorized Income	261.78
4100-000 Central Florida Cares	1,228,986.97
4200-000 Contributions	4,684.62
4300-000 DFC Grant	169,212.33
4400-000 Donations	11,930.33
4410-000 In-Kind Service Income	291,793.83
4415-000 Chase Rewards	3,289.67
Total 4400-000 Donations	**307,013.83**
4500-000 SPF Grant	164,276.24
4700-000 Fundraisers and Events	1,162.97
4910-000 Misc. Grant Income	1,000.00
Total Income	**$2,126,598.74**
GROSS PROFIT	**$2,126,598.74**
Expenses	
0000-000 Special Activities	7,533.68
6000-000 Advertising & Marketing	336,309.09
6005-000 Bank Charges & Fees	356.08
6010-000 Legal & Professional Services	69,547.95
6011-000 Accounting/Bookkeeping Services	32,792.30
6012-000 Contracting Services	484,945.01
6014-000 Public Meeting Spaces/Venues	3,000.00
6015-000 Training Providers	2,405.00
Total 6010-000 Legal & Professional Services	**592,690.26**
6013-000 Background Screening	1,348.60
6020-000 Office Supplies & Software	1,187.76
6021-000 Business Cards	277.89
6022-0000 Educational Materials	2,513.48
6023-000 Non Profit Insurance	4,320.88
6024-000 Office Supplies	5,459.41
6025-000 Office Support Expenses	4,685.42
6026-000 Postage	2,568.27
6027-000 Program Printing & Copying	1,992.17
6029-000 Informational Material	975.49
Total 6020-000 Office Supplies & Software	**23,980.77**
6030-000 Dues & Memberships	2,477.74
6031-000 Employee Benefits	50,626.81
6032-000 Charitable Contributions	500.00
6040-000 Event & Meeting Meals	5,925.48
6041-000 Other Business Expenses	8,997.17
6043-000 Program Materials	12,088.79
6045-000 Meeting & Event Related Costs	43,457.71
6046-000 Rental Expense	3,790.66

	TOTAL
6051-000 Uncategorized Expense	260.98
6052-000 Workers Compensation	1,148.08
6070-000 Salaries & Wages	509,701.52
6071-000 FICA	39,969.01
6072-000 Payroll Processing Fee	2,364.00
6074-000 FL SUI	1,746.43
6075-000 CA SUI	476.00
6076-000 CA ETT	14.00
Total 6070-000 Salaries & Wages	**554,270.96**
6090-000 Travel	31,094.17
6091-000 Airfare	2,337.54
6094-000 Food/Per Diem	2,568.70
6095-000 Ground Transportation	938.23
6096-000 Lodging	46,062.45
6097-000 Mileage Reimbursement	8,377.75
Total 6090-000 Travel	**91,378.84**
Total Expenses	**$1,737,141.70**
NET OPERATING INCOME	**$389,457.04**
Other Expenses	
6055-000 In - Kind Services Expense	291,793.83
Total Other Expenses	**$291,793.83**
NET OTHER INCOME	**$ -291,793.83**
NET INCOME	**$97,663.21**

BREVARD PREVENTION COALITION
1916 Dairy Rd., Melbourne, FL 32935
Mailing Address: P.O. Box 320460, Cocoa Beach, FL 32932
Website: www.BrevardPrevention.org
E-mail: info@BrevardPrevention.org

Exhibit C Part II: Evaluation Criteria | Project Impact |

1. Why is this project needed?

The proposed event is a critical initiative that addresses two pressing community challenges: the need for positive interactions between law enforcement and youth, and the prevention of youth substance misuse. By uniting Brevard Prevention Coalition and Hey Blue!, this project creates a unique platform to foster trust, community spirit, and healthy choices among young people.

Project Objectives and Uniqueness to Cocoa

- **Strengthen community-police relations:** Build positive relationships between law enforcement and youth through interactive and fun activities.
- **Prevent youth substance misuse:** Educate and empower youth to make informed decisions about substance use through the I Choose Me initiative. BPC's state-recognized and branded "I Choose ME" initiative (www.ichooseme.com) was created to encourage youths and families to make positive choices that can improve their hopes of having a positive life.
- **Leverage existing resources:** Utilize the Hey Blue! app to facilitate positive interactions and collect valuable data for future program development.
- **Address local needs:** Respond to the increasing rates of youth substance misuse and the need for improved mental health support in Cocoa.

This project is unique to Cocoa as it combines law enforcement engagement, substance misuse prevention, and community building in a single, innovative event. By addressing these interconnected issues, the project has the potential to create a lasting positive impact on the lives of Cocoa residents.

Information on Partner Organizations

Brevard Prevention Coalition is a dedicated organization working to prevent addiction and youth substance misuse in the community. Our substance misuse diversion program has served over 300 students in the past year, highlighting the critical need for their services. **Hey Blue!** focuses on building bridges between police departments and communities. Their app will help facilitate hundreds of positive interactions, demonstrating the power of technology in fostering trust and understanding.

Enhanced Quality of Life for Cocoa Residents

By addressing the rising concerns of youth substance misuse and the need for positive community-police interactions, this project will significantly enhance the quality of life for Cocoa residents. By providing youth with the tools and support to make healthy choices, the project will reduce the risk of substance abuse, improve mental health outcomes, and create a safer, more connected community.

Target Population

The primary target population for this project is **youth**. However, the event will also benefit **families** by promoting positive family values and strengthening community bonds.

Educational and Informational Benefits

The I Choose Me initiative will provide youth with essential information about substance misuse prevention, including:

- The risks and consequences of substance use
- Healthy coping mechanisms and stress management techniques
- The importance of setting goals and making positive life choices
- Building self-esteem and resilience

By empowering youth with knowledge and skills, this project will equip them to make informed decisions and lead healthier, more fulfilling lives.

2. Organization's Experience and Project Delivery

Cocoa Resident Involvement

To ensure maximum community engagement and ownership, Cocoa residents will play a vital role in all phases of this project. This group will provide invaluable input on project design, implementation, and evaluation. Additionally, we will recruit local volunteers to assist with event planning, setup, and execution. By involving Cocoa residents at every level, we aim to create a project that truly reflects the needs and aspirations of the community.

Event Location

The primary event will be held at Cocoa High School, a central location with ample space to accommodate the anticipated number of participants. The school's facilities, including gymnasium, classrooms, and outdoor areas, provide an ideal setting for the proposed activities. By partnering with Cocoa High School, we gain access to valuable resources and support, while also strengthening ties between the community and the school.

We will also explore opportunities to host smaller-scale events or outreach activities at other locations within the Cocoa community, such as local parks, community centers, or libraries, to ensure accessibility for all residents.

3. Organization's Experience and Project Delivery

Brevard Prevention Coalition possesses a proven track record in delivering impactful youth development and substance misuse prevention programs. Our established partnerships with key community stakeholders, such as the Brevard Symphony Orchestra, Brevard Cultural Alliance, and USSSA Space Coast Complex, have enabled us to reach a wide audience through our I Choose Me® initiative.

This project leverages our existing infrastructure and expertise to expand our reach into the Cocoa community. By incorporating evidence-based strategies within a fun and engaging format, we will create a sustainable program that addresses the unique needs of local youth.

Key strengths for project delivery include:

- **Proven track record:** Successful implementation of the I Choose Me® initiative and other community-based programs.
- **Strong community partnerships:** Collaborative relationships with local organizations to maximize impact.
- **Experienced staff:** Dedicated team with expertise in youth development, substance misuse prevention, and event planning.
- **Data-driven approach:** Commitment to measuring outcomes and using data to inform program improvement.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN - 2 2020

BREVARD PREVENTION COALITION INC
2226 SARNO RD SUITE 108
MELBOURNE, FL 32935

Employer Identification Number:
83-2467491
DLN:
26053487003010
Contact Person:
JUSTIN J CAMP III ID# 29101
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 2, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

BREVARD PREVENTION COALITION INC

Sincerely,

Stephen a. Martin

Director, Exempt Organizations
Rulings and Agreements



Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name:_____
Fiscal Period:_____

INCOME	AMOUNT
Support	
Govt. grants	$
Foundations	$
Corporations	$
United Way	$
Individual contributions	$
Fundraising efforts	$
Membership income	$
In-Kind support	$
Investment income	$
Other (specify	$
	$
	$
Revenue	
Govt. contracts	$
Earned Income	$
Other (specify)	$
	$
TOTAL INCOME	$

EXPENSES	AMOUNT
Salaries and wages	$
Insurance and Benefits	$
Professional fees	$
Fundraising costs	$
Travel	$
Equipment	$
Printing fees	$
Telephone/Utilities	$
Postage	$
Rent	$
In-Kind expenses	$
Depreciation	$
Other (specify)	$
	$
TOTAL EXPENSES	$

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

JAMES MOORE & CO.,P.L.
121 EXECUTIVE CIRCLE
DAYTONA BEACH, FL 32114-1180

BREVARD PREVENTION COALITION INC.
PO BOX 320460
COCOA BEACH, FL 32932-0460

** PUBLIC DISCLOSURE COPY **

Return of Organization Exempt From Income Tax

Form **990**

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

A For the 2022 calendar year, or tax year beginning JUL 1, 2022 and ending JUN 30, 2023

B Check if applicable:
- [X] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Final return/ terminated
- [ ] Amended return
- [ ] Application pending

C Name of organization
BREVARD PREVENTION COALITION INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite
PO BOX 320460

City or town, state or province, country, and ZIP or foreign postal code
COCOA BEACH, FL 32932-0460

F Name and address of principal officer: STANLEY BRIZZ
SAME AS C ABOVE

D Employer identification number
83-2467491

E Telephone number
321-426-1644

G Gross receipts $ 1,310,910.

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. See instructions

H(c) Group exemption number

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: WWW.BREVARDPREVENTION.ORG

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other

L Year of formation: 2018

M State of legal domicile: FL

Part I Summary

1	Briefly describe the organization's mission or most significant activities: SEE SCHEDULE O		
2	Check this box [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.		
3	Number of voting members of the governing body (Part VI, line 1a)	3	6
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	6
5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	6
6	Total number of volunteers (estimate if necessary)	6	203
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	825,767.	1,278,343.
9	Program service revenue (Part VIII, line 2g)	36,409.	10,311.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	-688.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	862,176.	1,287,966.
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	9,000.	43,200.
14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	94,004.	497,007.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b	Total fundraising expenses (Part IX, column (D), line 25) 5,345.		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	575,444.	898,709.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	678,448.	1,438,916.
19	Revenue less expenses. Subtract line 18 from line 12	183,728.	-150,950.

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	288,496.	231,442.
21	Total liabilities (Part X, line 26)	104,578.	198,474.
22	Net assets or fund balances. Subtract line 21 from line 20	183,918.	32,968.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer Date

STANLEY BRIZZ, OFFICER
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
JAMES A. HALLERAN	JAMES A. HALLERAN	12/11/23	[ ]	P00005496

Firm's name JAMES MOORE & CO.,P.L. Firm's EIN 59-3204548

Firm's address 121 EXECUTIVE CIRCLE
DAYTONA BEACH, FL 32114-1180 Phone no. 386-257-4100

May the IRS discuss this return with the preparer shown above? See instructions [X] Yes [ ] No

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: 10.1.2024 **Project Dates:** October 12th 2024

Organization: Brevard Prevention Coalition **Project:** The Sixth man Tournament

1.) Please list the in-kind services requested from the City, along with the dates and times required: n/a

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases: BPC is requesting $1,000 to assist with the costs associated with having a successful basketball event for youth in Cocoa Beach and surrounding cities in Brevard county. Some costs include towels for players, water and hydrating beverages for players, wristbands for event entry, awards and recognition items for players and officers. These costs are unallowable due to restrictions on our grant funding. The assistance with these costs will fill the gap and allow the event to run smoothly. The funds will be used responsibly and in line with the purpose of the event.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Project Administrator **Date**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Project Financial Officer **Date**

Approved 04/06

City of Cocoa
After Action Statement
(To be submitted after completion of project/event)

Date: _____ **Project Dates:** _____

Organization: _____ **Project:** _____

1.) Provide a follow-up to the event, including a description and success of the activity, attendance, etc: _____

2.) Were the Cocoa provided monetary funds and/or in-kind services helpful? _____

3.) Additional Comments: _____

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

_____ _____
Project Administrator **Date**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

_____ _____
Project Financial Officer **Date**

Attach any back up documentation, pictures, newspaper stories, etc.

City of Cocoa

Material Purchases Schedule

To be attached when utilizing City of Cocoa funds to purchase or rent materials

Submit with the After Action Statement

Date: _____

Grantee: _____ Project: _____

Vendor Name	Vendor Invoice #	Check # and Date	Project Cost	General Description

TOTAL $ _____

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

X: _____ _____

Project Administrator Date

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

X: _____ _____

Project Financial Officer Date

Legislation Details (With Text)

File #:	24-580	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	9/25/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	
Title:	Approve Participation in Cooperative Purchasing Contract Sourcewell Contract #113021 -SUT for the Purchase of a 2025 Sutphen Heavy Duty Monarch Fire Pumper Rescue Apparatus HS 8092 and Authorize City Manager to execute a Purchase Order in the amount of $1,119,995 for the purchase of Apparatus and Associated Equipment. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CITY OF COCOA HS 8092 PROPOSAL.pdf HS-8092 Shop Order (Rev-A).pdf Letter Of Intent.pdf Sutphen Corp. Contract 113021.pdf Sutphen Price File.pdf 113021-SUT Authorization Memo.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 24, 2024
Agenda Date: October 8, 2024
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan P.E., Public Works Director, City Engineer
Requested Action:
Approve Participation in Cooperative Purchasing Contract Sourcewell Contract #113021 -SUT for the Purchase of a 2025 Sutphen Heavy Duty Monarch Fire Pumper Rescue Apparatus HS 8092 and Authorize City Manager to execute a Purchase Order in the amount of $1,119,995 for the purchase of Apparatus and Associated Equipment

BACKGROUND:

The City of Cocoa Capital Vehicle Improvement Program implements a systematic replacement of vehicles and equipment to minimize maintenance cost, equipment down time, vehicle equipment obsolescence, newer technology, and more efficient vehicles. One of Cocoa Fire Department's apparatus has been identified for replacement, i.e. a 2005 Peirce Enforcer. A new replacement Fire Apparatus has been budgeted in fiscal year 2025.

A new Fire Apparatus has a 28-to-32-month manufacturing build time. Sutphen has 5 stock trucks coming off the assembly line that will be ready for delivery in the first quarter of 2025. These trucks

have similar build specifications to Cocoa Fire's current Apparatus. Purchasing one of these now would place the unit in service 24 months earlier. Staff reviewed the specifications and recommended purchasing one of these vehicles. A letter of intent to purchase was issued to Sutphen to hold the Apparatus until a Purchase Order could be issued.

The Sutphen Local Dealer South Florida Emergency Vehicle (SFEV) can make most of the modifications needed to match the Cocoa Fire Apparatus' specifications. Below are the differences in specifications. These modifications will be done when the apparatus is delivered to SFEV during the equipment installation and body setup, and Pre-Delivery Inspection (PDI).

- Cab - Stock truck 73 inches - CFD Spec 75 inches could not be changed.
- Front Bumper - Stock truck 18 inch - CFD Spec - 24 inches could not be changed.
- Interior Color - Stock truck RED - CFD Spec BLACK & RED, Sutphen Dealer SFEV will repaint the upper cab black provide a full factory warranty.
- CFD Specs Cab Medical compartment - Stock Truck does not have this option - CFD Spec have a medical Compartment - SFEV will add the medical equipment compartment when the truck arrives.
- Rear Seat Compartment the back rear seats are in-board - CFD Spec the seats are out-board due to the medical compartment - SFEV will change the seating configuration to out-board to accommodate the medical compartment.
- Water Tank size - Stock Truck 1,000 gallons - CFD Spec 750 gallons this is a plus it gives the apparatus 250 additional gallons of water

Other than these differences, the truck is identical to CFD's Apparatus Build Specifications and identical to E31 received earlier this year.

This purchase was budgeted to be funded with debt proceeds. The Finance Director is in process of issuing an RFP for debt issuance to fund this purchase. A purchase order will not be issued until the debt funding for this purchase is in place.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$1,119,995.00
Account Number	001-2201-522.6400_
Account Name	Capital Vehicle Equipment & Machinery _

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve Participation in Cooperative Purchasing Contract Sourcewell Contract #113021 -SUT for the Purchase of a 2025 Sutphen Heavy Duty Monarch Fire Pumper Rescue Apparatus HS 8092 and Authorizes City Manager to execute a Purchase Order in the amount of $1,119,995 for the purchase of Apparatus and Associated Equipment

PROPOSAL

TO THE:
City of Cocoa
Cocoa Fire Department
Chief Jonathan Lamb

DATE: September 11, 2024

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal and the Terms and Conditions there in:

One (1) Sutphen Heavy Duty MONARCH Pumper HS 8092 Complete and Delivered for the Total Sum of .....$ 1,119,995.00

**** Cost based on Sourcewell Contract # 113021- SUT**

NOTE: If the invoice for the truck is paid in full within 72 hours of its' arriving at South Florida Emergency Vehicles, you may deduct $ 15,000.00 for a payment of $1,104,995.00.

The apparatus and equipment being purchased hereunder shall be completed within approximately 6 months after the Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for 30 days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

Guy Lombardo
South Florida Emergency Vehicles
Authorized Representative for Sutphen Corporation
573-216-2562

TERMS & CONDITIONS

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments *or* changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made within 72 hours of the unit arriving at the dealership to receive the stated discount, FULL payment must be made at the time of delivery of the completed truck. Any loose equipment, shelving, and graphics will be completed by the dealership. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Transfer of the Manufacturer's Certificate of Origin (MCO) shall take place upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

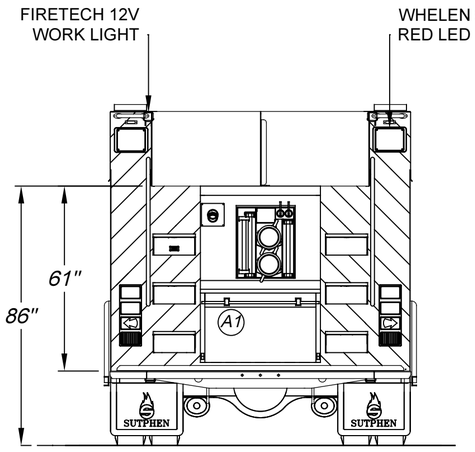
The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

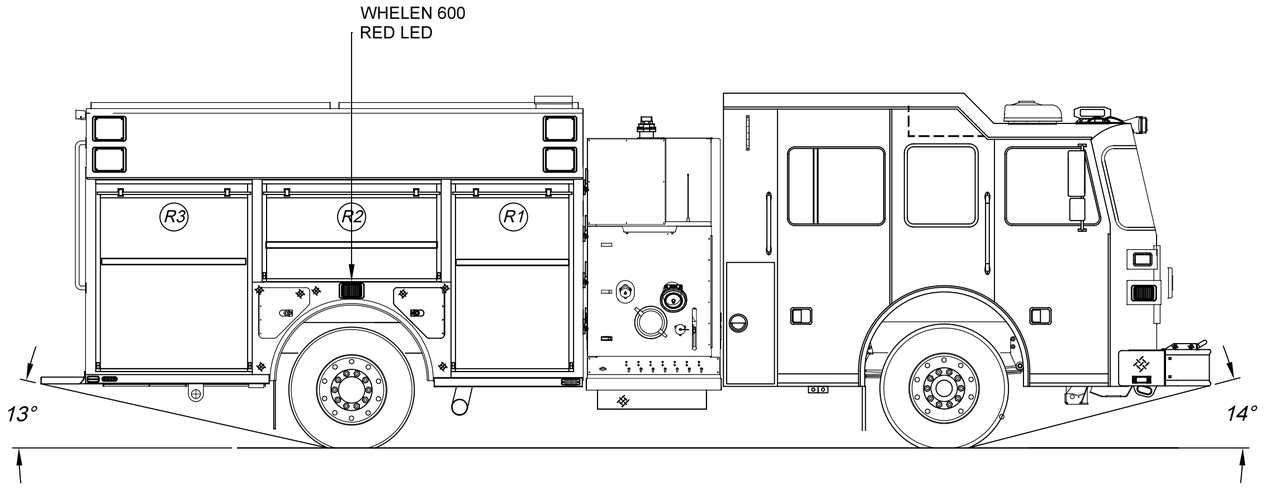
After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion:(a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.



LADDER CHUTE
24'-2 SEC
14' ROOF
10' FOLDING
(2) SUCTION HOSE
(2) PIKE POLE

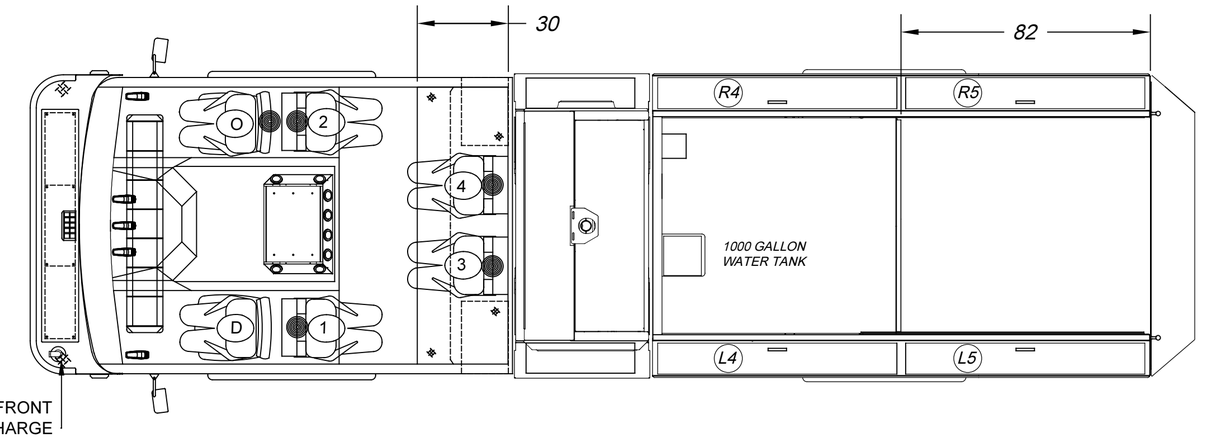


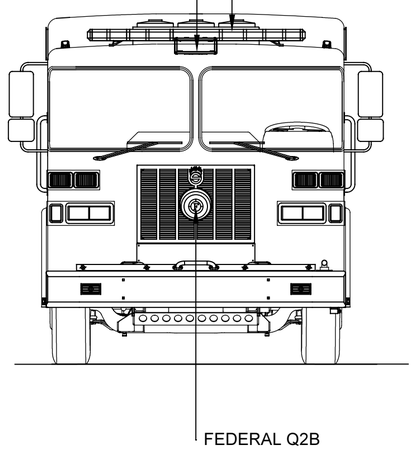
LEFT SIDE COMPARTMENTATION				
COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
L1	ROLL-UP	40"W X 66"H X 26"D	37 1/2"W X 56 1/2"H	37.4 CU. FT.
L2	ROLL-UP	59"W X 31 1/2"H X 26"D	56 1/4"W X 27"H	28.4 CU. FT.
L3	ROLL-UP	51 1/2"W X 66"H X 26"D	48 3/4"W X 56 1/2"H	47.4 CU. FT.
L4/L5	LIFT-UP	82"W X 13.5"H X 19"D	75"W X 9.5"H	24 CU. FT.

RIGHT SIDE COMPARTMENTATION				
COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
R1	ROLL-UP	40"W X 66"H X 26"D	37 1/2"W X 56 1/2"H	37.4 CU. FT.
R2	ROLL-UP	59"W X 31 1/2"H X 26"D	56 1/4"W X 27"H	28.4 CU. FT.
R3	ROLL-UP	51 1/2"W X 66"H X 26"D	48 3/4"W X 56 1/2"H	47.4 CU. FT.
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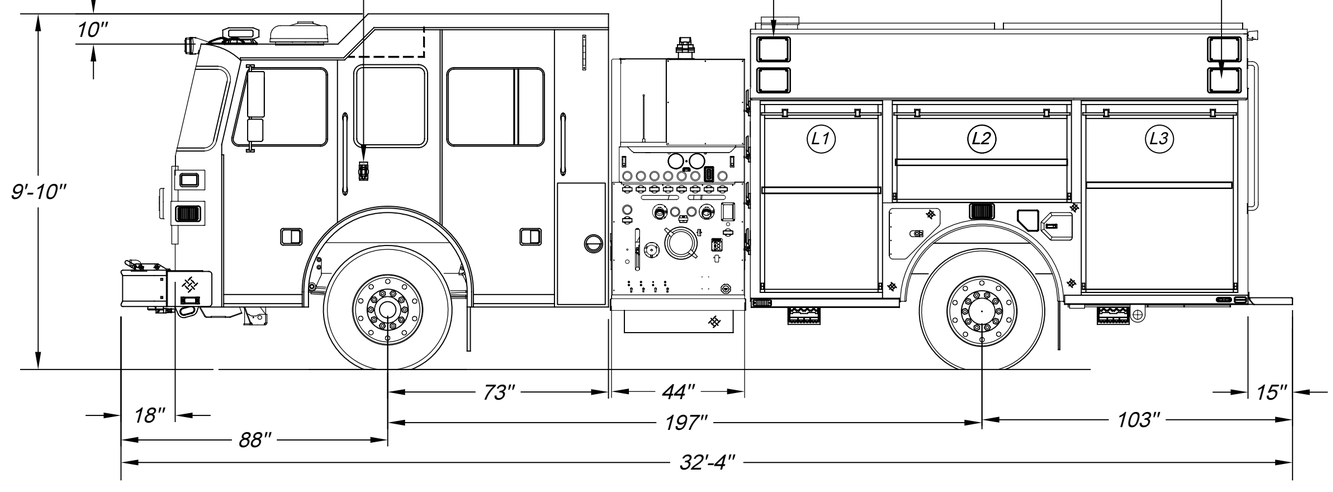
REAR STEP COMPARTMENT				
COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
A1	ROLL-UP	39 1/2"W X 28"H X 31"D	36 3/4"W X 19"H	19.8 CU. FT.

BASE STORAGE: 246 CU. FT.
TOTAL STORAGE: 294 CU. FT.





SINGLE TONE
RED



DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.

IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.

DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

CUSTOMER APPROVAL

NAME: _____

TITLE: _____

DATE: _____

REV.	DESCRIPTION	BY	DATE
A	**REV-A** SHOP ORDER	TF	04/04/24

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF SUTPHEN CORPORATION.

DRAWN BY: T.FAHOUM

DATE: 04/04/24

MFG. FACILITY: URBANA PUMPER DIVISION

SUTPHEN

STOCK 574

PROGRAM 1 CUSTOM PUMPER

DWG. NO.: HS-8092

Sutphen Component Report Dealership: Sutphen Corporation	HS-8092 Stock 574 (G9)
	Order#: DO003873 Contact: Richie Miller Position: Sales Operations Manager Phone: 614-923-2453 Mobile: 614-813-8028 Email: richie.miller@sutphencorp.com

Bill To	Ship To
Customer: Sutphen Corporation Contact: Richie Miller, Sales Operations Manager Address: PO Box 158, Amlin, Ohio 43002	Customer: Sutphen Corporation Contact: Richie Miller, Sales Operations Manager Address: 6450 Eiterman Rd, Dublin, Ohio 43016

Comments
Project Manager: Tawfik Fahoum Sales Person: Richie Miller Revision Level: **REV-A** Truck Type: Program 1 Pumper, G9 Body Facility: Urbana

Line	Item #	Qty	Item Description/Comments
1		1	**ENG Facility = Urbana.
2		1	**ENG Truck Series = Program 1.
3		1	**ENG Pump Module Series = Program Module.
4		1	**ENG Electrical System = Point-to-Point.
5	10000225	1	STD WIRING SCHEMATIC (USB)
6	10001200	1	MAXIMUM APPARATUS HEIGHT = N/A
7		1	**ENG Overall Apparatus Height = 9'-10" +/- 2".
8	10001220	1	MAXIMUM APPARATUS LENGTH = N/A
9		1	**ENG Overall Apparatus Length = 32'-4" +/- 2".
			CHASSIS
10	10010001	1	CHASSIS, CUSTOM
11	51070196	1	WHEELBASE = 197”
12		1	**ENG PTA Number = 99".
13		1	**ENG AF Number = 54".
14	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)

Line	Item #	Qty	Item Description/Comments
15	45040100	1	FRONT BUMPER CLIP
16	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
17		1	**ENG Match frame color, black.
18	46010000	1	REAR TOW EYES, PAINTED
19		1	**ENG Match frame color, black.
20	40010250	1	STEERING - ROSS TAS-85
21	22010000	1	DRIVE LINE, SPICER, 1710 SERIES
22	23014130	1	ENGINE, CUMMINS L9 450HP DOC-DPF-DEF-SCR OBD
23	23029100	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9
24	23029300	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9
25	23030006	1	AIR INTAKE/EMBER SEPARATOR
26	23031173	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD, FS1098
27	23031210	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF63009
28	47012510	1	TRANSMISSION, ALLISON GEN 6, EVS3000 (L9)
29	23110005	1	JACOBS ENGINE BRAKE FOR CUMMINS L ENGINES
30	47024050	1	TRANSMISSION COOLER
31	47030000	1	ALLISON TOUCH PAD SHIFTER
32	47030150	1	SHIFTER PAD GEARING, 5 GEARS OPEN, 6TH GEAR LOCKED
33	21021200	1	COOLING SYSTEM
34	21030195	1	COOLANT FILTER
35	21030000	1	FAN CLUTCH
36	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
37	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL
38	26030000	1	FUEL FILL
39	26030100	1	FUEL COOLER
40	24040000	1	DIESEL EXHAUST FLUID TANK

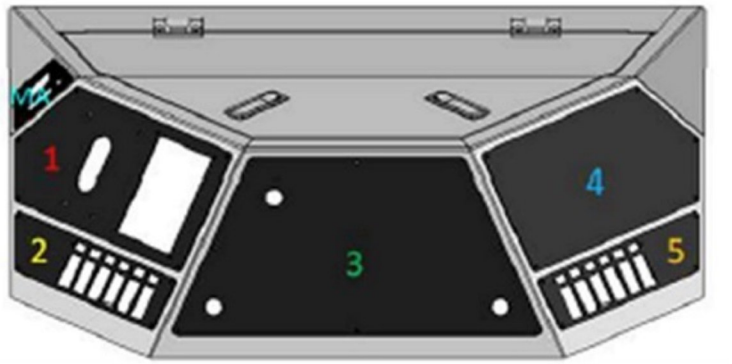
Line	Item #	Qty	Item Description/Comments
41		1	**ENG DEF Access = Hinged Door for DEF Access.
42	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003
43	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
44	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
45	15031700	1	BATTERY JUMPER TERMINALS
46	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX
47		1	**ENG Shoreline Inlet Location = Driver's side of Cab, standard location.
48		1	**ENG Shoreline Cover Color = Red.
49	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012
50	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
51	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
52	41040510	1	STEER ASSIST
53	43010306	1	FRONT TIRES, GOODYEAR 385/65R22.5 LRJ ARMOR MAX PRO 22.5 x 12.25 WHEELS
54	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.
55	14530100	1	TOP SPEED, 68 MPH
56	42010015	1	REAR SUSPENSION, FIREMAAX 27,000 LBS. AIR RIDE
57	44010308	1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR
58	42910200	1	TIRE PRESSURE MONITOR, REAL WHEELS, LED
59	44210100	1	WHEELS, ALUM, ACCURIDE (max 27K rear)
60	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
61	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
62	44271100	1	MUD FLAPS, FRONT (PAIR)
63	44271200	1	MUD FLAPS, REAR (PAIR)
64	16010285	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR (SINGLE AXLE)
65	18010041	1	AIR BRAKE SYST 4 TANKS WABCO 1200 DRYER (24K, 27K)
66	18030010	1	AIR BRAKE RELEASE VALVE, WABCO

Line	Item #	Qty	Item Description/Comments
67	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
68		1	**CLAR NOTES, -Under L1 Compartment. -Label each Drain.
69	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
70		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
71	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
72	18036105	1	TIMER, KUSSMAUL AUTO PUMP
73	18220500	1	NO ELEC STABILITY CONTROL SYS
74	18110000	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES (24K, 27K)
75	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
76	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
77	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
			CAB
78	11023250	1	CAB TSAL4E 73" 10" RR 1/2
79	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
80	11030950	1	CAB LOCKDOWN LATCHES
81	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
82		1	**ENG Cab Tilt Controls = Officer's side Pump Panel.
83	11031100	1	MANUAL BACK-UP TILT SYSTEM
84	11031350	1	CAB DOORS, FULL LENGTH (4)
85	11031386	1	CAB STEPS, LOWER & INTERMEDIATE DIAMONDPLATE
86	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
87	11031421	1	CAB DOOR WINDOWS, POWER (4)
88	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
89	11031460	1	NO WINDOWS, BACK WALL OF CAB
90	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
91	52010010	1	ELECTRIC INTERMITTENT WIPERS

Line	Item #	Qty	Item Description/Comments
92	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED
93		1	**ENG Override Switch to Re-Engage Wipers = Yes.
94	52030200	1	WINDSHIELD WASHER RESERVOIR
95	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE
96	11024400	1	UPPER GRILLE, LEVEL STYLE FACADE (L9)
97	11024510	1	FLAMING “S” LOGO, UPPER GRILLE, ILLUMINATED
98		1	**ENG LED backlight color for upper grille = Red.
99	11024600	1	LOWER GRILLE, POLISHED STAINLESS (L9)
100	20010080	1	BUMPER, 18" POLISHED STAINLESS STEEL
101		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
102	20029800	1	BUMPER SIDES, DIAMONDPLATE
103	20040105	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)
104	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE
105	20030510	1	CUT-OUT IN STORAGE WELL COVER
106		1	**ENG Cut-Out for Treadplate Storage Well Cover = For Driver's side Front Bumper Discharge Hose Connection.
107	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP
108	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, BEHIND PERFORATION
109		1	**ENG Air Horns Location: Outboard, (1) each side.
110	12030010	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (L9 STYLE)
111	12030350	1	LANYARD CONTROL FOR AIR HORNS
112	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC
113		1	**ENG Mounting Location: Lower Console 3.
114	12620100	1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A
115	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
116	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
117		1	**ENG Q2B Wiring = Wired to Emergency Master then shed with parking brake on.

Line	Item #	Qty	Item Description/Comments
118	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
119	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN
120		1	**ENG Switched in Cab, Lower Console 5, “Mech Siren”.
121	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
122		1	**ENG Siren Brake Switch for Driver in Lower Console Position 2.
123		1	**ENG Siren Brake Switch for Officer in Lower Console Position 5.
124	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS
125		1	**ENG Headlight Interior Finish = Chrome.
126	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT
127		1	**ENG Switched in Cab, Overhead Console 1, “Alt Headlights”.
128	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)
129	32530750	1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE
130	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
131	27030615	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (2)
132	27030655	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (2)
133	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
134	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
135	27040100	1	INTERIOR DOOR, NYLON STRAP
136	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS
137	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
138		1	**ENG Painted job color red.
139	11032610	1	DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
140	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
141	11032110	1	OPENING TO DRIVER'S SIDE CREW SEAT COMPT
142	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS
143	11031930	1	EXTERIOR DOOR, HINGED, PAINTED

Line	Item #	Qty	Item Description/Comments
144		1	**ENG Painted job color red.
145	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
146	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
147	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT
148	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
149	31010250	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/BLACK EMBOSSED FRP BOARD
150	11032929	1	DOOR PANEL, FULL STS
151	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
152	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
153	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
154	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE
155	22610050	1	ENGINE HOOD LIGHT, LED (1)
156	11031510	1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX
157	11031712	1	UPPER CREW DOOR AREA, OPEN
158	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
159	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			Upper Command Console: 
160		1	**ENG Overhead Console Panel's Finish: Black Wrinkle.
161		1	**ENG Overhead Console Position 1: Switch #1: Master Emergency. Switch #2: Alternating Headlights. Switch #3: Front Scene. Switch #4: Left Scene. Switch #5: Right Scene. Switch #6: Work Lights.
162		1	**ENG Overhead Console Position 2: -Jensen Stereo.
163		1	**ENG Overhead Console Position 3:

Line	Item #	Qty	Item Description/Comments
			-HVAC Controls.
164		**1**	****ENG Overhead Console Position 4: -Warning Indicators. -Seat Belt Monitor. -Air Horns Lanyard.**
165		**1**	****ENG Overhead Console Position 5: -Blank.**
166		**1**	****ENG Overhead Console Position 6: -Blank.**
167		**1**	****ENG Overhead Console Position 7: -Blank.**
168	**30010500**	**1**	**LOWER COMMAND CONSOLE, L9 & X12**
			Lower Command Console (9L & 12L engines): 
169		**1**	****ENG Lower Command Console Finish: Black Urethane.**
170		**1**	****ENG Lower Console Panel's Finish: Black Wrinkle.**
171		**1**	****ENG Lower Console Position 1: -Transmission Shift Pad. -Pump shift.**
172		**1**	****ENG Lower Console Position 2: Switch #1: Jake On/Off. Switch #2: Jake Low/Med/High. Switch #3: High Idle. Switch #4: Blank. Switch #5: Siren Brake.**
173		**1**	****ENG Lower Console Position 3: -Parking Brake. -Whelen Siren Head (installed as low as possible). -12V PowerPoints (called out below).**
174		**1**	****ENG Lower Console Position 4: -Blank.**
175		**1**	****ENG Lower Console Position 5: Switch #1: Master Emergency. Switch #2: Blank. Switch #3: Mech Siren. Switch #4: Siren Brake.**

Line	Item #	Qty	Item Description/Comments
176	30010610	1	CAB PUMP SHIFTER, ELECTRIC W/ROUND KNOB (FOR HALE G-SERIES PUMP TRANSMISSION)
177	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
178	29930210	1	DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL
179	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
180	30031100	1	HIGH IDLE SWITCH
181	11040000	1	CAB ACCESSORY FUSE PANEL
182	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
183		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch. (1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground.
184	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
185		1	**ENG Requirements (AMPS) for Power/Ground Studs in Lower Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.
186	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT
187		1	**ENG Requirements (AMPS) for Power/Ground Studs Under Officers Seat: (1) 12-volt 40-amp controlled by the battery switch. (1) 12-volt 60-amp controlled by the ignition switch. (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 100-amp ground.
188	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
189	30031810	2	12V POWER POINT (2)
190		1	**ENG Power Point Location #1: Lower Console Position 3, Driver's corner.
191		1	**ENG Power Point Location #2: Lower Console Position 3, Officer's corner.
192	30031830	2	12V DUAL POWER POINT, USB/USBC, POWERWERX (2)
193		1	**ENG Powerwerx USB/USBC Power Point Location #1: Lower Console Position 3, Driver's corner.
194		1	**ENG Powerwerx USB/USBC Power Point Location #2: Lower Console Position 3, Officer's corner.
195	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
196	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
197	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)

Line	Item #	Qty	Item Description/Comments
198	28090003	1	HEAT TO FEET
199	28090100	1	A/C TO FACE
200	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
201	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25” x 19.5”
202	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
203	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
204	38320000	1	HELMET STORED IN COMPARTMENT
205	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
206	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
207	39030030	1	OFFICER’S SEAT COMPT, FRONT DOOR W/LOCKING LATCH
208	38320000	1	HELMET STORED IN COMPARTMENT
209	39521129	1	CREW SEAT 1, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
210	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
211	38320000	1	HELMET STORED IN COMPARTMENT
212	39521130	1	CREW SEAT 2, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
213	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
214	38320000	1	HELMET STORED IN COMPARTMENT
215	39521430	1	CREW SEAT 3, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)
216	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
217	38320000	1	HELMET STORED IN COMPARTMENT
218	39521431	1	CREW SEAT 4, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)
219	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
220	38320000	1	HELMET STORED IN COMPARTMENT
221	39550200	1	SEAT COLOR, BLACK
222	39610115	5	SCBA BRACKETS, IMMI SMART DOCK (5)
223	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON

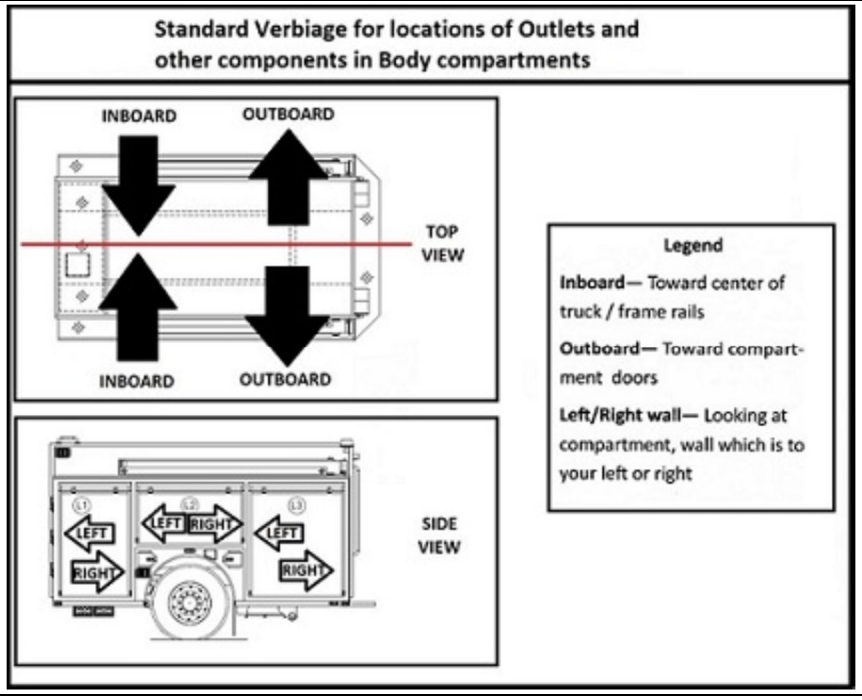
Line	Item #	Qty	Item Description/Comments
224	39710015	1	FULL WIDTH CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)
225	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
226	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT
227		1	**ENG Mounting Location: Overhead Console 2.
228	84561010	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, SINGLE CAMERA (WIRED)
229		1	**ENG Camera Mounting Location: Rear of Body, Driver's side, below top fixed step.
230		1	**ENG Camera Monitor Mounting Location: Below Overhead Command Console Position 3.
			PUMP & PLUMBING
231	60080003	1	PUMP, HALE QMAX-1500 GPM SINGLE STAGE
232	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
233	60025950	1	PUMP GEARBOX YOKE, 1710
234	60026000	1	PUMP PACKING, HALE
235	60031005	1	ALLOY ANODES, HALE (2)
236	60035123	1	PUMP TEST, THIRD PARTY TESTING
237	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
238	62010002	1	STAINLESS STEEL PIPING
239	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE
240	61729120	1	VALVE, AKRON, HEAVY DUTY
241	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
242	73090001	1	TANK FILL 2"
243	61729120	1	VALVE, AKRON, HEAVY DUTY
244	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
245	61090003	1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939
246	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
247	63021500	1	6" MAIN SUCTION, LEFT SIDE
248	65090000	1	2.5" LEFT SIDE INLET
249	61729120	1	VALVE, AKRON, HEAVY DUTY

Line	Item #	Qty	Item Description/Comments
250	61770905	1	ACTUATOR, VALVE, SWING CONTROL
251	60036010	1	THREADS, NST
252	63025500	1	6" MAIN SUCTION, RIGHT SIDE
253	64090000	1	2.5" RIGHT SIDE INLET
254	61729120	1	VALVE, AKRON, HEAVY DUTY
255	61770905	1	ACTUATOR, VALVE, SWING CONTROL
256	60036010	1	THREADS, NST
257	65540500	1	SUCTION EXTENSION FOR FUTURE WITH BLANK OFF PLATE, OFFICER'S SIDE
258	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
259	61729120	1	VALVE, AKRON, HEAVY DUTY
260	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
261	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
262	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
263	60036010	1	THREADS, NST
264	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
265	61729120	1	VALVE, AKRON, HEAVY DUTY
266	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
267	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
268	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
269	60036010	1	THREADS, NST
270	71025905	1	3" DISCHARGE, RIGHT - POSITION 3
271	61729160	1	VALVE, AKRON, SLOW CLOSE
272	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
273	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
274	61810160	1	DISCHARGE TERMINATION, STRAIGHT
275	60036010	1	THREADS, NST

Line	Item #	Qty	Item Description/Comments
276	61840267	1	ADAPTER, 3" NST FE X 5" STORZ, 30 DEGREE W/CAP & CHAIN, TFT
277	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 4
278	61729120	1	VALVE, AKRON, HEAVY DUTY
279	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
280	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
281	61810160	1	DISCHARGE TERMINATION, STRAIGHT
282	60036010	1	THREADS, NST
283	61837100	1	ADAPTER, 2.5"NST FE X 2.5" NST M 30 DEGREE W/CAP & CHAIN
284	71590000	1	DISCHARGE, 2.5" LEFT REAR
285	61729120	1	VALVE, AKRON, HEAVY DUTY
286	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
287	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
288	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
289	60036010	1	THREADS, NST
290	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING
291	61729120	1	VALVE, AKRON, HEAVY DUTY
292	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
293	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
294	60036010	1	THREADS, NST
295		1	**ENG Front Bumper Swivel Location/Side = Driver's side.
296		1	**ENG Front Discharge Swivel Location/Trough = Top of Bumper.
297	72590002	1	DECK GUN DISCHARGE 3"
298	61729160	1	VALVE, AKRON, SLOW CLOSE
299	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
300	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
301	72570100	1	DECK GUN TERMINATION, THREADED

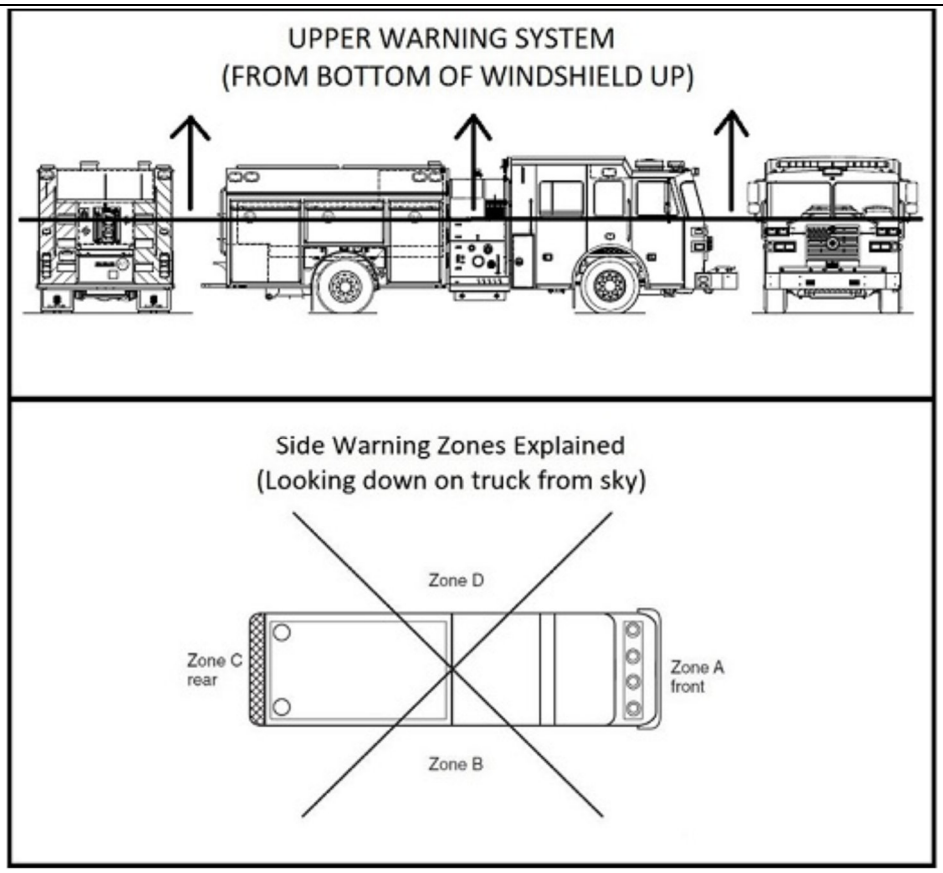
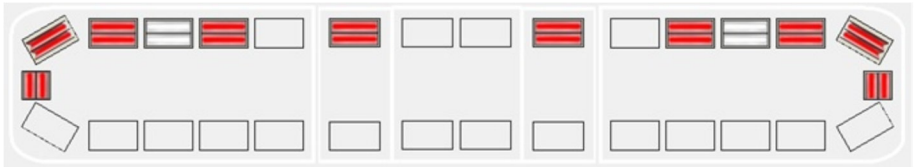
Line	Item #	Qty	Item Description/Comments
302		1	**ENG Make/Model of Dealer or Customer Supplied Deck Gun Monitor = N/A.
303	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL
304	72890000	1	CROSSLAYS, TWO 2" W/1.5" SWIVEL
305		1	**ENG Crosslay Hose Load Requirement = 200' of 1.75" Hose Each.
306	61729120	2	VALVE, AKRON, HEAVY DUTY (2)
307	61770900	2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (2)
308	77090000	2	GAUGE, DISCH, CLASS 1 2.5" (2)
309	60036010	2	THREADS, NST (2)
310	72910505	1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS
311		1	**ENG Crosslay/Speedlay Side Covers Color = Black.
312	72932201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
313		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = Mfg. Discretion.
314	61742000	1	MASTER PUMP DRAIN, MULTIPORT
315	61790510	9	DRAIN VALVES, HALE, LIFT-UP (9)
			PUMP PANEL
316	74914110	1	PRG SM1 - SIDE MOUNT PUMP PANEL (CROSSLAYS)
317	74928100	1	PUMP MODULE LENGTH, 44"
318	74929110	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT
319	74930710	1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)
320		1	**ENG Pump Panel Label Verbiage Standard = Yes.
321	74931055	1	COLOR CODING (PRG)
322		1	**ENG Color Coding Standard = Yes.
323	74931250	1	DISCHARGE GAUGE BEZELS, CHROME (PRG)
324	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
325	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
326	74931590	1	PLUMBING FINISH, NON-PAINTED
327		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.

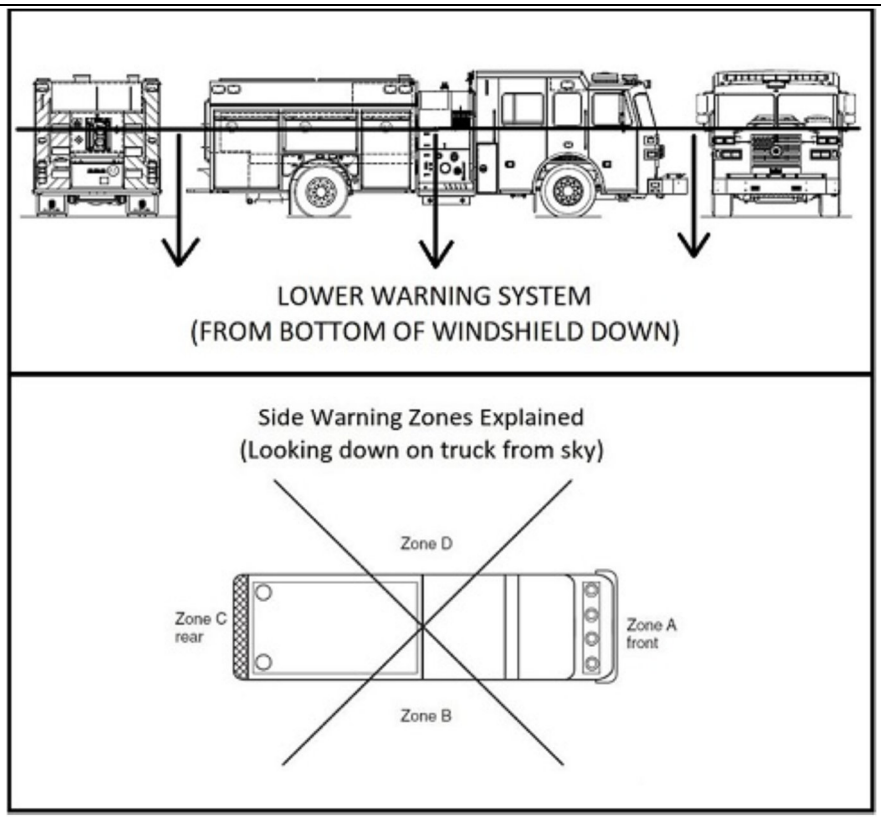
Line	Item #	Qty	Item Description/Comments
328	74931690	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS
329	75040215	1	TROUGH IN RUNNING BOARD, BOTH SIDES
330		1	**ENG Running Board Trough Cover = Velcro Straps.
331	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)
332	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)
333	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)
334	60090030	1	PUMP PRIMER, TRIDENT, AIR
335	88888888	1	SPECIAL ITEM, REMOTE MOUNT PRIMER
336		1	**ENG Remote mount primer in pump module in case future customer of demo unit wants front suction.
337	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
338	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
339	76031970	1	AIR OUTLET, DRIVER'S SIDE PUMP PANEL
340	76030900	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL
341	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
342		1	**CLAR NOTES, -Readily visible location for pump operator. -Red button.
343	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
344	77590001	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-40
345	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)
346		1	**ENG Whelen Gauge Locations = Driver's side of Cab, behind Crew Door, high.
347		1	**ENG Whelen Gauge Locations = Officer's side of Cab, behind Crew Door, high.
348		1	**ENG Addt'l Whelen Water Level Gauge Color: Multi Color.
349	77590040	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-4
350		1	**ENG Class of Foam for Foam Gauge = Class A.
			WATER TANK
351	83525200	1	WATER TANK BRAND, UPF
352	83590005	1	WATER TANK, 1000 GAL, POLY

Line	Item #	Qty	Item Description/Comments
353	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK
			BODY
354	80089500	1	BODY SUBFRAME, PROGRAM 1 PUMPER
355	80189590	1	BODY G9 - ALUM 40/51 LADDERS THRU TANK
356		1	**ENG Area above A1 to be treadplate.
357	80245012	1	UPPER HATCH COMPARTMENT, LEFT & RIGHT SIDES
			BODY COMPARTMENTS
			
358	81130200	1	ADJUSTABLE SHELF [L1] (1)
359	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L1] (2)
360	81130200	1	ADJUSTABLE SHELF [L2] (1)
361	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L2] (2)
362	81130200	1	ADJUSTABLE SHELF [L3] (1)
363	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L3] (2)
364	81130200	1	ADJUSTABLE SHELF [R1] (1)
365	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R1] (2)
366	81130200	1	ADJUSTABLE SHELF [R2] (1)
367	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R2] (2)

Line	Item #	Qty	Item Description/Comments
368	81130200	1	ADJUSTABLE SHELF [R3] (1)
369	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R3] (2)
370	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [A1] (1)
371		1	**ENG Turtle Tile Color = Black.
372	81165705	1	UNISTRUT TRACK IN COMPTS
373	80290012	1	COMPT DOORS, ROM ROLL-UP, PAINTED
374		1	**ENG Painted job color red.
375	80230600	1	DOOR SILL PROTECTION, BODY COMPTS, PROTEC, CLEAR FILM
376	80225000	1	REAR COMPT DOOR (A1) ROM ROLL-UP, SATIN FINISH
377	80230650	1	DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED
378	80230003	7	ROLL-UP DOOR DRIP PAN/GUARD (WITH DRAIN) (7)
379		1	**ENG Doors to have splash guards w/drains = All Body Roll-up Doors.
380	80230300	1	COMPT INTERIOR FINISH, SMOOTH
381	84531215	1	COMPT LIGHTING, TECNIQ LED E44 LIGHT STRIPS, 2 PER COMPT
			BODY EXTERIOR
382	81380000	1	HOSEBED W/REMOVABLE ALUMINUM FLOORING
383		1	**ENG List the Hose Bed Hose Load Req. = N/A
384	81330100	1	STANDARD HOSEBED HEIGHT
385	81410000	1	COVER, VINYL, MAIN HOSE BED
386		1	**ENG Hosebed Cover Color = Black.
387	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES
388		1	**ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = Mfgr's Discretion.
389	81330300	1	HOSE BED DIVIDER, ADJ (1)
390	81331115	1	REMOVABLE SUPPORT BAR FOR REAR HOSEBED COVER
391	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS
392	81910100	1	HANDRAILS, KNURLED STS
393	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT

Line	Item #	Qty	Item Description/Comments
394		1	**ENG Step Light Color = White.
395	82390001	1	STEPS, REAR BODY (14x11 & 14x8)
396	82510000	1	RUB RAILS, ANODIZED ALUM
397	83010050	1	ALUMINUM TREADPLATE (ALUM PPR, PRG1, C-SER, TANKER)
398	83030350	1	REAR STEP/TAILBOARD CORNERS, 45 DEGREE (PRG1)
399	80290052	1	10 SCBA CYLINDER COMPTS (3 TRIPLE-FMI, 1 SINGLE-SIG4)
400		1	**ENG A triple bottle compartment cannot be located on the driver's side behind rear axle.
401	80290310	1	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (1)
402	80290410	3	DOOR FINISH, DIAMONDPLATE, TRIPLE SCBA COMPT (3)
403	88520100	1	SUCTION HOSE, (2) 10' SECT 6" KOCHEK LIGHTWEIGHT
404		1	**ENG Suction Hose Location = Ladder chute.
405	88540350	1	SUCTION HOSE MOUNTED IN LADDER CHUTE
406	88550300	1	STRAINER NOT PROVIDED
407	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
408	89011500	1	ALCO-LITE PEL-24 24'2 SEC & PRL-14 14' ROOF & 10' FOLDING
409	89590007	1	LADDER CHUTE W/SUCTION HOSE STORAGE & PIKE POLE STORAGE
410		1	**CLAR NOTES, -Will hold full complement of ladders. -(2) Suction Hose. -(2) Pike Poles.
411	89520210	1	LADDER ENCLOSURE, DIAMONDPLATE DOOR
			ELECTRICAL
412	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
413		1	**ENG Rear of body, Driver’s side, below bottom fixed steps.
414	84511100	1	BODY ELECTRICAL DESCRIPTION
415	84520000	1	BACK UP ALARM, ECCO SA917
416	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
417		1	**ENG Tail Light Housing Color = Chrome.
418	85110100	1	ICC LIGHTS, LED

Line	Item #	Qty	Item Description/Comments
419	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
420	85710036	1	UNDERCARRIAGE GROUND LIGHTS, TECNIQ T44 LED
421	86520300	1	REAR WORK LIGHTS, (2) FIRETECH WL-2000-F-B, LED
422		1	**CLAR NOTES, -Black Housings. -Switched in Cab, Overhead Console 1, “Work Lights”. -Wired to reverse.
423	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)
			
424	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES
			
425	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
426		1	**ENG Zone A, Upper Lightbar Standard Configuration = -Single light bar: (2) end red LED modules, (2) corner red LED modules, (6) forward-facing red LED modules and (2) forward-facing white LED modules. -All clear outer lenses.

Line	Item #	Qty	Item Description/Comments
			-Installed on the cab roof as far forward as possible with two (2) MK8H 5in. cast aluminum risers.
427	86699998	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
428	86710300	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED, 900 SERIES SURFACE MOUNT, 90**5F*R (QTY 4)
429		1	**CLAR NOTES, -Red LED/Red Lenses/Chrome Flanges. -(1) Each side of body, rear corners, high, above scene light. -(1) Pair, rear of body, outboard corners, high.
430	86899998	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
431	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)
			
432	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
433		1	**ENG Zone A, Lower Warning Light Color, Lens Color, Details = Red LED/Red Lenses/Chrome Flanges.
434	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
435		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.
436	87210100	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES LED, TLI* (QTY 1)
437		1	**ENG Zone B, Lower Officer's Side Warning Light Color, Lens Color, Details = Red LED/Red Lenses/Chrome Flanges.

Line	Item #	Qty	Item Description/Comments
438	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
439		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. (Whelen 600 on side of headlight housing) -(1) Warning Light near the rear Axle. (Whelen 600 on rear fender, centered) -(1) Warning Light near the rear corner of the Apparatus. (Whelen Ion-T in rub rail, below the R3 compartment, towards the rear) -Reference Shop Order Drawing for lights and placement.
440	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
441		1	**ENG Zone C, Lower Rear Warning Light Color, Lens Color, Details = Red LED/Red Lenses.
442	87410100	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES TLI* (QTY 1)
443		1	**ENG Zone D, Lower Driver's Side Warning Light Color, Lens Color, Details = Red LED/Red Lenses/Chrome Flanges.
444	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
445		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. (Whelen 600 on side of headlight housing) -(1) Warning Light near the rear Axle. (Whelen 600 on rear fender, centered) -(1) Warning Light near the rear corner of the Apparatus. (Whelen Ion-T in rub rail, below the L3 compartment, towards the rear) -Reference Shop Order Drawing for lights and placement.
446	87537742	1	ADDITIONAL WARNING LIGHTS, WHELEN 900 SERIES LED, 90**5F*R (PAIR) (1)
447		1	**CLAR NOTES, -Red LED/Red Lenses/Chrome Flanges. -(1) Each side of body, front corners, high, above scene light.
448	88390902	1	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, BROW (1)
449		1	**CLAR NOTES, -White Housing with Chrome Bezel and White bracket. -Switched in Cab, Overhead Console Position 1, "Front Scene".
450	86537811	2	SCENE LIGHTS, WHELEN 900 LED, SURFACE MOUNT (PAIR) (2)
451		1	**CLAR NOTES, -Chrome Flanges. -(1) Each side of body, front corners, below warning light. -(1) Each side of body, rear corners, below warning light. -Switched in Cab, Overhead Console Position 1, "Left Scene", “Right Scene".
			PAINT & FINISH
452	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)
453	90010020	1	PAINT SCHEME
454	90030004	1	PAINT, SINGLE TONE
455		1	**ENG Single Tone Paint Color = Red.

Line	Item #	Qty	Item Description/Comments
456	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
457	90030190	1	TEXTURED FRAME RAIL COATING
458	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
459		1	**ENG Note Paint AC Condenser Color = Red.
460	90510100	1	LETTERING, NOT PROVIDED
461	90588888	1	SPECIAL ITEM, SUTPHEN GRAPHIC IN MIDDLE CAB WINDOWS
462	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK
463	90630501	1	ONE PIECE "Z" STRIPE (OVER 11-3/4")
464	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH (2)
465	90600220	1	REFLECTIVE MATL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE
466		1	**ENG Reflective Striping Color = #030 Red Transparent & #L2 Fluorescent Lime.
467		1	**ENG Reflective Striping Verbiage = "SUTPHEN"
468	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
469		1	**ENG Chevron Striping, Rear Body Color = #030 Red Transparent & #L2 Fluorescent Lime.
			EQUIPMENT
470	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
471	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
472		1	**ENG Wheel Chock Mounting Locations = (1) Under L1 compartment and (1) Under the L3 compartment.
			COMPLETION & WARRANTY
473	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
474	99031105	1	PICK-UP UNIT AT FACTORY
475	99520110	1	WARRANTY, ONE YEAR
476	99521100	1	WARRANTY, FRAME, LIFETIME
477	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
478	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
479	99521400	1	WARRANTY, PAINT, 10 YR.
480	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS

Fleet Maintenance
301 Shearer Blvd. • Cocoa, FL 32922
PHONE: (321) 433-8766

September,10 2024

Guy Lombardo / Fire Apparatus Sales Manager
South Florida Emergency Vehicle, Sutphen Fire Apparatus Dealer

Subject: City of Cocoa Intent to Purchase

The City is Cocoa intends to purchase the vehicle listed below, the City of Cocoa will begin processing and issuing purchase orders in October pending FY-2025 Budget Approval. The City will reserve the right to cancel vehicles with no financial obligation based on this Intent to Purchase Letter.

1 each 2025 Sutphen Monarch, Build #HS8092, Delivery first quarter 2025

Sincerely,

Stockton Whitten, City of Cocoa City Manager
Tony Jones, Fleet Manager

cc. Rebecca Bowman, City of Cocoa Finance Director
Jonathan Lamm, Cocoa Fire Chief
Abigail Morgan, Public Works Director / City Engineer

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Sourcewell

Solicitation Number: RFP #113021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Sutphen Corporation, 6450 Eiterman Road, Dublin, OH 43016 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

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

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

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

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

DocuSign Envelope ID: D84B92F8-94A2-4E2A-BCFB-F962C438ECE9

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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

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

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell	The Sutphen Corporation
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Drew Sutphen 14FD9C3BBDB0447...
By: _____	By: _____
Jeremy Schwartz	Drew Sutphen
Title: Chief Procurement Officer	Title: President
Date: 2/7/2022 | 9:22 PM CST	Date: 2/8/2022 | 3:13 PM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/8/2022 | 5:16 PM CST

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RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name:	The Sutphen Corporation
Address:	6450 Eiterman Rd. Dublin, OH 43016
Contact:	Donna Newell
Email:	newell@sutphencorp.com
Phone:	614-889-1005
Fax:	614-889-0874
HST#:	31-0671786

Submission Details

Created On:	Tuesday November 02, 2021 10:26:29
Submitted On:	Tuesday November 30, 2021 12:43:06
Submitted By:	Justin Howell
Email:	justin.howell@sutphencorp.com
Transaction #:	93bf0e80-f6b0-4f36-b556-53e068f8e940
Submitter's IP Address:	70.61.26.138

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Sutphen Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sutphen Corporation	*
4	Proposer Physical Address:	6450 Eiterman Road Dublin, OH 43016	*
5	Proposer website address (or addresses):	www.sutphen.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Drew Sutphen President 6450 Eiterman Rd. Dublin, OH 43016 Drew.sutphen@sutphencorp.com 800-848-5860	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Justin Howell Senior Sales Territory Manager 6450 Eiterman Rd Dublin, OH 43016 Justin.howell@sutphencorp.com 800-848-5860	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Donna Newell Cooperative Purchasing Manager 6450 Eiterman Rd. Dublin, OH 43016 Donna.newell@sutphencorp.com 800-848-5860	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	With our main production and headquarters located in Dublin, OH. Sutphen also has production facilities in Urbana, and Hilliard, Ohio, as well as in Lake Ariel, Pennsylvania. Sutphen Corporation is a well-known custom fire apparatus manufacturer. Sutphen has been family owned and operated since 1890. It is the longest continuously owned and operated fire apparatus manufacturer in the country. As stated in our mission statement, Sutphen's core values and mission is to put customers first and treat them as family. MISSION STATEMENT At Sutphen, our mission is to build the safest, most reliable, fire apparatus in the world, through innovation and customer focus. CORE VALUES We recognize how important our customers, employees, and families are to the success of our company. We understand that our company's well-being is dependent upon our contributions and commitment. We all agree to grow our business through the following core values: Innovation – We will continually offer innovative new products in the fire apparatus market. Integrity – Mutually consider each other as a vital part of our production. Be truthful and honest. Teamwork – Divide the challenge, double the success. Respect – Treat others with the same respect we expect. Quality – We will constantly re-evaluate and upgrade our quality assurance process and our customer service. Accountability – We will be accountable for our work, and invest the time and effort to do things right the first time.	*
10	What are your company's expectations in the event of an award?	Sutphen Corporation looks forward to providing Sourcewell members with another avenue to efficiently and cost effectively purchase fire apparatus that saves time and effort, minimizes the need for individual RFPs and contracts, and meets the Sourcewell members' competitive and procurement requirements.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Company has annual audited financial statements and adheres strictly to GAAP. Over the past several years, Sutphen's average annual corporate Revenues have exceeded $100 million. Sutphen is profitable and has a strong EBITDA. The Balance Sheet is strong. The Company retains much of Equity as Cash. The Current Ratio over the past several years, including Customer Advances, is better than 1:1 All Current Liabilities, other than Customer Advances, are trade debt or liabilities incurred during the ordinary course of business. There is no senior bank debt. Nor is there subordinated or off Balance Sheet funding. The Company funds all Working Capital needs internally. Please see the attached Bank Letter of Credit and the Bonding Company Letter of Credit.	*
12	What is your US market share for the solutions that you are proposing?	If we use five (5) years of historical FAMA sales statistics. Sutphen represents approximately 7.1% of all reported sales including all apparatus categories in which the Company has the capacity to compete. In those apparatus categories in which Sutphen specializes, namely mid-mount aerial platforms, over the same five (5) years and category specific, Sutphen captured an average of 31% to 75% of sales	*
13	What is your Canadian market share for the solutions that you are proposing?	Historically Sutphen has sold aerial products primarily targeted to the US and Canada market. Sutphen however proposes the same products in the Canadian market as we do for US Market to help gain future market share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Not Applicable b) In the US and Canada, Sutphen fire apparatus is sold through a network of thirty-one (31) authorized, independent dealerships. Many of these dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.	*

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Licensing varies greatly by state in the US. In many, but not all, states, Sutphen Corporation must maintain both manufacturing and dealer, distributor, or specialty dealer licenses. In all cases where required, the Company hereby certifies that it holds current manufacturing licenses. In addition and on behalf of each of its authorized, independent dealers/distributors, Sutphen again hereby certifies that it obtains and maintains the dealer, distributor, or specialty distributor licenses where required by the state in which business is conducted. For the most part, all licensing, export documentation, and incremental paperwork for vehicles sold to end users in Canada is managed independently by the dealer/distributor responsible for selling into Canada. Sutphen Corporation is a member of both the Fire Apparatus Manufacturers Association (FAMA) and National Fire Protection Association (NFPA).	*
17	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	It is not Sutphen’s business philosophy to go out of its way to garner industry awards or recognition. The Company would rather spend its efforts to provide the best possible fire apparatus and excellent customer service to its end users. Sutphen believes that its longevity in the industry speaks volumes about its success. In 2020, Sutphen celebrated its 130th anniversary and, today, is in the midst of its 131st year of operations. It is the industry’s oldest continuously family-owned and operated fire apparatus manufacturer. Please see refer to the attached articles that showcase our continue growth the fire apparatus industry. Conway Family Business Award Announcement of the Tractor Drawn Aerial Urbana Chassis Ground Breaking Small Business Administrator Visit	*
19	What percentage of your sales are to the governmental sector in the past three years	The overwhelming majority of Sutphen’s business is to the public government fire and emergency response entities. Occasionally, the Company will sell fire apparatus to commercial business, for example petroleum refineries or chemical manufacturers, to support their on-site fire response plans.	*
20	What percentage of your sales are to the education sector in the past three years	With the exception of sales to Colleges or Universities to support on-campus fire response centers or to a Fire Academy to support first responder education, Sutphen does not participate in the Education Sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sutphen currently holds contracts with the following cooperative purchasing agencies: Commonwealth of Pennsylvania’s Cooperative Purchasing Program (COSTARS) • Florida Sheriffs Association (FSA) • Houston-Galveston Area Council (HGAC) • Louisiana Multiple Award Schedules (LaMAS) • New Jersey State Contract • Ohio State Term Schedule • Texas BuyBoard • Sourcewell Over the past three (3) years, Sutphen has sold an annual average of over 150 vehicles across all cooperative purchasing contracts. The trend is upward and Sutphen expects cooperative purchasing to continue to drive sales growth in the future.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sutphen CAGE Code 6L027, holds GSA Contract GS-30F-0012Y Under Schedule 23V, Automotive Superstore, SIN 190-01 Fire Fighting Apparatus and Attachments. Annual Sales Volumes are available at GSA’s Schedule Sales Query website: https://ssq.gsa.gov.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kissimmee Fire Dept.	Chief Jim Walls	james.walls@kissimmee.gov 407-518-2222	*
Cape Coral Fire Dept.	Div. Chief Mike Bush	mbush@capecoral.net 239-574-0501	*
DeKalb County Fire Rescue	Captain Bryan Dobson	BCDobson@dekalbcountyga.gov 404-808-0844	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
DeKalb County	Government	Georgia - GA	Fire Apparatus	17 Pumpers , 3 Aerials	$16.8 M	*
Miami Fire Rescue	Government	Florida - FL	Fire Apparatus	16 Pumpers, 5 Aerials, 2 Rescues, 2 Tankers	$19.3 M	*
Columbus Fire	Government	Ohio - OH	Fire Apparatus	1 Aerial, 2 Pumpers, 5 Rescues	$6.5 M	*
Orlando Fire	Government	Florida - FL	Fire Apparatus	11 Pumpers, 2 Aerials	$8.9 M	*
Durham Fire	Government	North Carolina - NC	Fire Apparatus	11 Pumpers	$6.4 M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	The dealers/distributors are supported by Sutphen's ten (10) person internal sales support team. The team's responsibility is to seamlessly and promptly support the Company's independent dealer/distributors throughout the sales process.	*
26	Dealer network or other distribution methods.	Sutphen has a network of over thirty-five (35) domestic and international authorized dealers/distributors.	*
27	Service force.	Many of Sutphen's dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support. Please see the Lists of Sutphen's Authorized Dealers/Distributors and Authorized Service Centers included as supporting documentation. Please also note that Sourcewell members can find their local authorized Sutphen apparatus dealer and service center on the interactive map that can be found on our website. http://www.sutphen.com/locations	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	If the customer is not an Sourcewell member, Sutphen will facilitate to the customer how to signup as a member. A Sutphen authorized dealer/distributor shall submit a proposal to the member. The member accepts the proposal and enters into a purchase agreement with Sutphen and issues a purchase order to build one or more fire apparatus. The Sutphen dealer/distributor sends a fully executed copy of the proposal, all pricing and supporting documentation to the customer. The Sutphen Contract Administration team, consisting of three (3) individuals, will process the incoming orders, manage workflow, and administrative requirements to contract completion and delivery. Sutphen will communicate with Sourcewell contract administrators as required by any cooperative purchasing contract issued to Sutphen by Sourcewell as a result of this offer herein.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When a fire apparatus owner/user needs vehicle repair or repair/spare parts, the owner typically calls its local authorized, independent dealer/distributor or service provider. Warranty work, emergency repairs, or routine maintenance are generally handled by Sutphen's team of dedicated local service providers. More complex repairs or overhauls may need to be supervised by a Sutphen factory service technician who travels to the local service repair site. Customers may directly call one of Sutphen's three (3) factory service centers. Normal business hours are Monday-Friday, 6:00 am-5:00 pm Eastern time. After hours or in an emergency, a 24/7 Sutphen Service Technician is on call and will determine and implement the most appropriate solution to the emergency. For example, in the event of a "Truck Out of Service" call, the on-duty Service Technician receiving the call would follow established procedure and, in turn, notify and involve the Director of Service, the area Service Manager, and the applicable Production Manager who all, as a team, formulate and execute a "Back in Service" plan to get the truck operating as quickly as possible. Typically, within 24 hours the apparatus is once again functional. The goal is to minimize downtime and return an apparatus to dependable public service. Normal maintenance repairs or parts orders ship promptly. Sutphen offers both expedited and standard shipping options to the end user. Sutphen's local authorized, independent dealers/distributors or service providers, and the Company's factory service center, all offer full on-site (fire station or city service shop) apparatus service that is, oftentimes, the preferred, most timely and cost effective service option.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Through its dealer/distributor network and internal support teams, Sutphen sells and services customers in the United States. It will, again through its dealers/distributors, continue sell and service to the United States members.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Through its dealer/distributor network and internal support teams, Sutphen sells and services customers in Canada. It will, again through its dealers/distributors, continue sell and service to Canadian member agencies.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	At this time the only entity sector that limits a regional presence would be Mississippi. As they primarily purchase off the Mississippi State Term contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Sutphen will continue to offer the same products and services of this RFP to Hawaii and Alaska as we do for rest of the contiguous United States. The only difference would be that additional charges may be applied for travel and delivery.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As an organization that relies heavily on its dealer network for both daily customer interfacing and long-term marketing endeavors, our first and foremost marketing strategy will be to target our dealer network. Our primary campaign will be of education and information dissemination regarding Sourcewell's benefits and opportunities as they relate to dealers and customers alike. We will mobilize this primary campaign through dealer meetings, dealer webinars, email campaigns, cooperative purchasing informational one-pagers, and more. Our dealer network will participate in the aforementioned meetings and learn from Sutphen's cooperative purchasing experts. To date, we have found great success in distributing this information to dealers who in turn educate our customers. While we plan to create information packets and educational seminars directed by Sutphen, we also plan to work together with Sourcewell to directly provide those educational materials. We have found great success in years past by inviting Sourcewell to speak at our annual dealer meeting and other seminars to directly connect with dealers. These kind of personal connections from both Sutphen and Sourcewell are come of the most powerful and impactful to the fire service and its members. Our secondary campaign will be of general knowledge directed at our customers. Not only do we already have a section on our corporate website dedicated to cooperative purchasing options, but we plan to celebrate the receipt of award by acknowledging it on our website and creating an information guide regarding Sourcewell. This secondary campaign will also focus on social media and other forms of digital advertising to capture our entire audience and inform them of Sutphen's Sourcewell cooperative purchasing opportunity. In addition to the two previously mentioned campaigns, Sutphen will use several ways to convey its marketing message across the industry. Those methods include, but are not limited to, the following: 1. National and Regional Industry Print Media among them Fire Engineering, Fire Apparatus, Fire News, and 1st Responder 2. Sutphen Product Literature 3. National and Regional Industry Trade Show and Educational Conferences including, but not limited to, FDIC, Firehouse Expo, Fire Rescue International, the Ohio Fire Chiefs and more.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned in the marketing strategy question, line item 35, one of our primary campaigns will be using social media and other forms of digital marketing to enhance the effectiveness of the Sourcewell cooperative purchasing contract as it relates to Sutphen Corporation. At the time of this RFP submission, Sutphen's social media presence has over 43,000 followers on Facebook; 23,000 followers on Instagram; 2,700 followers on Twitter; and nearly 1,500 followers on LinkedIn. With these numbers constantly growing, our social media alone consistently reaches 70,000 followers a day and more. According to Facebook's analytics, in the past year alone, Sutphen has reached over 1.5 million people via Facebook and 250,000 people via Instagram. By maximizing these resources Sutphen will effectively marketing the Sourcewell cooperative purchasing contract to critical audiences. In addition to social media, we capture a targeted audience via our corporate website: www.Sutphen.com. Over the past year, we have garnered over 1.6 million visitors to the site. These visitors can access apparatus insight as well as an expansive cooperative purchasing page that will detail the Sourcewell contract and Sutphen's affiliation with the contract. Along with those two digital media outlets, we continually advertise and conduct public relations tactics with industry magazines and their affiliated websites to help tell important industry news stories and Sutphen's role within the fire industry as a whole.	*

37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As mutual business partners, we see Sourcewell's role in promoting the contract to be providing Sutphen pertinent information and necessary details when creating pamphlets, one-pagers, webinars, and general meetings. While Sutphen's cooperative purchasing experts are well versed in the process, it is important to have specific details and understandings from Sourcewell specifically. We will integrate a Sourcewell-awarded contract into the Sutphen sales process by steering customers towards the cooperative purchasing process. We already emphasize the benefits of cooperative purchasing to our customers, but with the newly awarded contract, we will continue to underscore its importance.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the customizable nature of our trucks, the specifics inherent of the fire industry, and general industry practice, our products are not available through and e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Sutphen provides operational demonstration at the time of pick-up or delivery for all fire apparatus. The Company provides additional in-depth technical training including, but not limited to, aerial operation and maintenance, apparatus operational troubleshooting, electrical system repair, hydraulic systems repair, engine emissions systems and repair, and operation and maintenance of other operational and specialty systems. These factory-provided, 3-day training classes are typically held at least twice a year in Ohio and are provided are complimentary. Attendees are responsible for their travel and lodging, and meals/entertainment outside of those provided by Sutphen during class. From time to time and as demand dictates, Sutphen has provided regional training classes.	*
40	Describe any technological advances that your proposed products or services offer.	Sutphen is unique in the industry in that it's aerial devices are solely constructed of aluminum. That, coupled with HuckBolt fastening technology instead of welding, provides an incredibly strong and lightweight aerial device. The reduced weight lowers an aerial's center of gravity, providing a better handling apparatus. The lighter weight also reduces wear and tear on tires, brakes, and other suspension components resulting in lower yearly ownership costs and out-of-service time.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sutphen will always comply with all federally mandated emissions advances in combustible engine technologies. Here at Sutphen we almost exclusively use LED lighting technologies and, when cost and operationally efficient, will embrace synthetic lubricant and other fluid products. Sutphen also supports its end user's desires for environmentally sound "green" apparatus operations. The most recent example is Sutphen's embracement of various options in Idle Reduction technology. Sutphen feels that Idle Reduction technology bridges the gap between the fully electric fire truck, and the current combustion engine. This technology helps to mitigate and limit the amount of carbon emission into the atmosphere by using a smaller engine or Lithium Ion batteries to replace the intermittent use of the larger diesel engine while the truck is idle on scene. With the current state of the market, and the transition to fully electric fire trucks we feel at Sutphen that taking baby steps into newer technologies has been the steady approach to a market that is slow to embrace change from previous practices.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sutphen fire apparatus currently do not carry any official eco-label, rating or certification, but we will continue to work with our vendors to provide equipment and products that can carry energy efficiency or a green/sustainability factor as the technology comes to market.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Sutphen is not a WMBE, we are a self-certified small business under the SBA's size standards for its NAICS Code. The current size standard is 1,000 employees. The Company currently employs approximately 450 employees across all locations. Please see the list of WMBE or SBE subcontractors included in this response.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Very simply stated, Sutphen is unique in that it is a family owned company in continuous operation since 1890 owned by one family. The Company treats its customers as family. Ownership is accessible and intimately involved in all aspects of the sales process and post sale support. Many Sutphen customers have Sutphen family cell phone numbers and are encouraged to contact ownership whenever they feel the need. Sutphen is small enough to respond personally and promptly, but large enough to support the infrastructure needed to truly serve first responder end users in professional and dependable manner. While the Company produces fire apparatus across most vehicle sectors, we specialize in the aerial platform/ladder configurations to provide the best performing products on the market.	*

Table 9: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, Sutphen Corporation provides warranties to the original purchaser of a Sutphen apparatus. These warranties will provide parts and repairs to the Sutphen vehicle during the warranty period in accordance with the warranty documents attached.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are restrictions/limitations Sutphen warranty coverage. This includes, but is not necessarily limited to, wear and tear items (tires, filters, brakes), damage caused by, for example, collision or misuse. Please see the enclosed warranty documents for a full coverage explanation.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Sutphen Corporation reimburses for travel time to and from the customer to complete the warranty repairs.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, Sourcewell members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the Sourcewell member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As stated in the Sutphen warranty documents, major components of trade accessories such as purchased chassis, engines, signaling devices, transmissions, pumps, tanks or generators that have a separate manufacturer's warranty are covered by the appropriate OEM standard commercial warranty. However, Sutphen will assist the authorized dealer/distributor or customer to facilitate the warranty repairs.	*
50	What are your proposed exchange and return programs and policies?	Parts and loose equipment shipped from Sutphen or drop shipped under Sutphen's direction can be returned for credit within ninety (90) days of the delivery date. Product must be returned in unused, saleable condition and in its original packaging. Customers must request a Return Material Authorization (RMA) which is good for thirty (30) days. Warranty return shipping is Sutphen's responsibility. All other shipping costs are customer responsibility. Sutphen has a twenty five percent (25%) restocking fee and will, in addition, add cost of repackaging any returns/exchanges not in original packaging. Sutphen's return policy only applies to parts. This does not apply to the purchase of a fire apparatus.	*
51	Describe any service contract options for the items included in your proposal.	While it is not included in as a line item in this response, Sutphen will offer Sourcewell members an annual aerial apparatus service contract after the purchase and delivery of a vehicle as an Open Market opportunity. The Company does this to make certain that Sutphen apparatus remain dependable and in excellent working condition. The service agreement includes an annual inspection through which Sutphen technicians evaluate the condition of the apparatus. In general terms, the aerial service contract consists of the following: o Inspection of the chassis and components o Inspection of the fire pump, valves and accessories o Inspection of the hydraulic system, pressures and operation o Complete inspection of the ladder, components and lubrication o Check torque settings and aerial base and all main fasteners	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	If a customer elects a prepayment discount option, the prepayment is due within thirty (30) days after contact signing or receipt of purchase order. Any remaining amount, or the full amount if no prepayment is provided, is due upon delivery and acceptance of the completed apparatus. Sutphen will invoice a customer approximately thirty (30) days before acceptance and pick up or delivery. Payment in full of outstanding invoice balances is due upon acceptance, pickup or delivery.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Sutphen Corporation does not provide leasing directly. However, Sutphen Corporation, and its dealers/distributors, work with industry recognized leasing companies, and can assist in securing leasing for apparatus purchased by members.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sutphen Corporation will accept either a members Purchase Order or a Sutphen provide Purchase Agreement/Contract. A copy is attached for your review.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sutphen Corporation has accepted the P-card purchase for previous purchases, however, the bank required fee will be added to the total price of the purchase. This is typically around 4% of the purchase price.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see the Sourcewell Contract Price List included for our complete line item pricing. The Company is offering “base models” of all apparatus described immediately above. The Price List also includes all published options. Base models and options are published as MSRP. Sutphen is offering members a discount of Fifteen Percent (15%) from MSRP. Sutphen has negotiated this industry standard percentage discount with GSA and other various cooperative agreements. From time to time, Sutphen may amend any awarded contract to update models and prices to bring them into line with the then current commercial catalog and other cooperative purchasing agreements in which the Company participates.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sutphen is offering Sourcewell members a standard basic discount of Fifteen Percent (15%) off MSRP for base models and published options.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Should a member purchase apparatus in sufficient quantities and under similar circumstances, Sutphen may offer additional discounts. Discount amounts may vary based upon quantity, product type, delivery times and/or customer loyalty.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sutphen will offer unpublished or open market items as may be required by the member’s Statement of Work. Pricing will be quoted at a fixed price on a case by case based and shall not be applicable to any additional discount.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	None	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is included for all Sutphen aerial apparatus. A Sutphen Delivery Engineer or authorized dealer/distributor provides delivery and operational demonstration as part of standard pricing for these vehicles. Factory or dealer provided delivery is not included in standard pricing but instead as a zone-priced option on all pumper, tanker, and rescue apparatus (non-aerial apparatus). Sutphen has four (4) priced delivery zones. A non-aerial customer is always welcome to visit the Sutphen facilities to receive an operational demonstration and pick up the vehicle.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sutphen does manage OCONUS delivery to Hawaii, Alaska, US territories, and Canada for its customers on an individual basis. Delivery method and delivery cost are calculated and included at the time of the proposal. Included FOB Destination shipping on aerial apparatus may be limited to CONUS for deliveries to Hawaiian, Alaskan, US Territorial, and Canadian members eligible to use the Sourcewell contract.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sutphen is pleased to participate with multiple cooperative purchasing program agencies. It is our policy to not provide preferential pricing to one agency over another, thus allowing the customer to choose the program that best fits their needs. If favored with the contract Sutphen will continue to promote the Sourcewell contract as outlined in our marketing plan.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	For all customer proposals, Sutphen Corporation uses proprietary pricing and specification software to make certain that Sourcewell members receive correct contract discount pricing. To make certain all vendor reports, sales reporting and proper administrative fees are paid, all orders are processed by Sutphen's Contract Administration team. This team maintains the documentation of all cooperative purchasing contracts, logs orders, provides all required reports, and pays all administrative fees. The team has developed a method of internally verifying accuracy and completion of timely contract management operations. Reports are completed and fees are paid quarterly based on the following schedule. January - March, reporting completed prior to end of April April - June, reporting completed prior to end of July July - September, reporting completed prior to end of October September - December, reporting completed prior to end of January	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Our internal sales support and contract administration teams monitor the purchases of all apparatus and track any units purchased through the use of a cooperative purchasing agreements. This data is used to prepare and submit the quarterly reports as required by each agency. In addition, we submit internal reports to management on a monthly, quarterly, and annual basis. Since the initial contract award with NJPA/Sourcewell in 2018, Sutphen has seen a dramatic increase in the number of units sold under this contract. Sutphen went from the initial five units assigned in the first year to over eighty units this current year. In anticipation of being awarded another contract with Sourcewell, we would expect additional success as we continue to promote the use of this contract.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sutphen proposes an administrative fee of Two Thousand and No/100 Dollars ($2,000.00) per purchase order payable in the reporting period in which the order is delivered and customer invoice is paid in full. This fee structure is consistent with and equivalent to the very productive and most popularly used cooperative purchasing programs under which Sutphen currently participates. Sutphen is making this proposal to place Sourcewell on a level competitive co-op playing field to drive maximum member purchasing toward the Sourcewell platform. Some program like GSA & FSA, charge a percentage of the discounted amount of contract sales, excluding open market items. Fire apparatus are large ticket capital purchases. The difference between a flat administrative fee and a percentage fee becomes material to the purchase decision in a public agency environment where agencies must spend the taxpayer dollar wisely. We have experience that with other things equal, the larger percentage fee is actually a deterrent to a flat fee co-op contract.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sutphen manufactures a wide range of fire apparatus including custom and commercial pumpers, custom and commercial tankers, single and tandem axle mid-mount aerial platforms, single and tandem axle mid-mount and rear-mount aerial ladders, as well as our own custom chassis. The Company also manufactures a variety of specialty fire apparatus including industrial pumpers and aerials, heavy rescues, and hazmat units.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The Sutphen subcategory list would include the following: Aerial Ladder, Aerial Platform, Custom Pumper, Commercial Pumper, Custom Tanker, Commercial Tanker, Heavy Rescue, Wildland Urban Interface Vehicle, and some Equipment, Accessories, and Supplies as published options. These are also not limited to remounting or refurbished apparatus.	*

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

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

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	(●) Yes ( ) No	Sutphen manufactures a wide range of fire apparatus including but not limited to custom and commercial pumpers, custom and commercial tankers.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	(●) Yes ( ) No	Sutphen manufactures a wide range of wildland fire apparatus including but not limited to WUI, and tankers.	*
72	Aircraft rescue and firefighting vehicles	( ) Yes (●) No	N/A	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	(●) Yes ( ) No	Sutphen manufactures one extreme duty custom chassis that is available to multiple facilities to complete the desired apparatus.	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	(●) Yes ( ) No	Sutphen offers “base models” of all apparatus. In our published price listing we included all published options available to be outfitted on various unit types described above in 70-71.	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	(●) Yes ( ) No	Sutphen can offer remount or refurbishment options. Any such work shall be quoted at the time of the request.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	Describe available service and repair options for the equipment and products offered in your proposal.	In the US and Canada, Sutphen fire apparatus is sold through a network of thirty-one (31) authorized, independent dealerships. Many of these dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.	*
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Sutphen can offer remount or refurbishment options. Any such work shall be quoted at the time of the request. Pricing will be a fixed price quote and shall be determined based on age, condition, and other factors of the current state of the unit.	
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Sutphen apparatus meet all Federal DOT, state requirements, UL testing and are compliant with the pertinent current NFPA standards.	
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Sutphen apparatus meet all Federal DOT, ULC testing and are compliant with the pertinent current NFPA standards.	

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

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

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

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

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

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

- Pricing - 11.56_Pricing.zip - Monday November 29, 2021 15:33:52
- Financial Strength and Stability - 2.11_Financial Strength and Stability Documents.zip - Tuesday November 30, 2021 12:29:04
- Marketing Plan/Samples - 3.18_Marketing Plan Documents.zip - Wednesday November 24, 2021 08:14:02
- WMBE/MBE/SBE or Related Certificates - 8.43_WMBE Utilization.pdf - Wednesday November 24, 2021 08:08:10
- Warranty Information - 9.45_Warranty Documents.zip - Wednesday November 24, 2021 08:14:15
- Standard Transaction Document Samples - 10.54_Purchase Agreement.pdf - Wednesday November 24, 2021 08:10:29
- Upload Additional Document - 14A_Product Component Reports.zip - Tuesday November 30, 2021 12:29:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

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

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

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

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

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	☑	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☑	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1

Sutphen #113021-SUT

Pricing for contract #113021-SUT is provided at 15% off MSRP for base models and published options to Sourcewell participating agencies.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

March 2, 2023

To: All Departments

Subject: Approved use of Sourcewell contract 113021-SUT

The Purchasing Division has reviewed Sourcewell contract 113021-SUT with Sutphen Corporation, and has confirmed that the terms are acceptable for departmental use through its expiration of February 10, 2026, unless extended.

Sourcewell contract 113021-SUT gives access to the following types of goods and services:

• Fire trucks	• Commercial pumper
• Custom fire apparatus	• Fire truck chassis
• Aerial platform fire truck	• Rescue pumper
• Aerial ladder truck	• Heavy rescue trucks
• Fire pumper truck	• Fire tankers

The following terms contained in the contract support the terms and conditions required by the City of Cocoa:

5.A PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada.

6.B ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier.

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

Through the issuance of a Purchase Order, the City of Cocoa terms and conditions will be recognized and enforced as if included in the original agreement. The Vendor Quote and Purchase Order must clearly reference that pricing is being provided in according with this contract. Vendor must accept the Terms and Conditions issued along with the Purchase Order. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City

Manager approval authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.gov.

Brian Dale
Purchasing Manger
City of Cocoa

Legislation Details (With Text)

File #:	24-599	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/4/2024			**In control:**	City Council
On agenda:	11/12/2024			**Final action:**	
Title:	To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (Councilwoman Weeks)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	HB1379FAQs.pdf Clerk Memo REVISED F1 SOIRL Contingency Fund Request City of Cocoa 545373 Zones J-K Septic SOIRL Funding Request(Revised).pdf SOIRL Cost analysis and impact 11.29.2022a.pdf SOIRL Cost analysis and impact 11.29.2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 4, 2024
Agenda Date: October 8, 2024
Prepared By: Jack Walsh, Utilities Director; Stockton Whitten, City Manager
Through: Councilwoman Weeks, District 3
Requested Action:
To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion.

BACKGROUND:

Councilwoman Weeks requested the placement of this item/subject on the October 24, 2024 agenda. This agenda item and/or subject was previously reviewed by Council on May 24, July 26, August 9, November 29, 2022, May 23, 2023, January 23, 2024, and July 23, 2024.

Two areas within the City of Cocoa along Indian River Drive have been identified for funding from the Save Our Indian River Lagoon (SOIRL) tax adopted by Brevard County. The areas are known as Area “J” and “K” and consist of a total of 88 single family homes that can be elgible for reimbursement to remove their septic systems and replaced with a city owned gravity sewer system.

The SOIRL study conducted by Tetra Tech identified 5 major areas of pollutents into the Indian River Lagoon;

1. Stormwater runoff

2. Baseflow/septic, leaking sewer, reclaimed water
3. Atmospheric deposition
4. Point sources
5. Muck flux

SOIRL currently has approved an allocation of approximately $6.1M for 88 lots toward the design, construction of a new gravity sewer system to eliminate existing septic systems assuming 100% participation. That amount is reduced by $545,373 if no additional match funding is received by October 25, 2024. Therefore the total would be $5,467,559. The final design and plans are complete. The opinion of probable costs was prepared by the Engineer of Record and the costs vary based on the method of construction used by a contractor to install the sewer mains. The last cost estimates place the costs of construction of the new gravity system at $6.6 to $8.2M. This estimate does not inlcude homeowner on site costs.

Cocoa engaged a consultant to prepare a preliminary feasibility study to identify more specifically how many homes could be served, if a gravity or pressure force main system would be required and to understand the geology, and the challenges of construction in this area.

Staff has previously advised that the cost for the project using SOIRL funding along with potential grants could potentially cover all costs based on current budgets assuming 100% participation of the 88 lot owners. However, cost over runs could range from $691K to $4.9M depending on the actual connections achieved. Note as the level of participation decreases, the costs to the city or citizens increase. For example, at 70% participation using the worst-case estimate, the city or citizens could be responsible for repaying an estimated $2.3M of reimbursable costs back to Brevard County.

At the community meeting hosted by Staff and our consultant in November 2020, the project was presented as a potential no cost to the homeowners based on information known at the time. Per our current discussion with Brevard County, the costs for the design and construction of the sewer system are reimbursable and the onsite costs of the homeowner are not reimbursable under the SOIRL program but may be eligible under other grants offered by FDEP or SJRWMD. A survey was conducted in conjunction with the community meeting and of the 40 respondents, 22 homeowners or 55% were not supportive of the project if the homeowner was responsible for costs associated with connecting to the sewer system.

Currently, City of Cocoa Code of Ordinances does not require existing homeowners who have functioning septic systems to connect to city sewer system. The following items are presented to outline options available to Council to consider. The financial liabilities associated with this project will need to be addressed and the appropriate actions identified for follow up by staff. To address the requirements to connect or not connect and to address shortfall in funding that is not covered by either the SOIRL funding for infrastructure or a future grant from FDEP/SJRWMD for homeowner costs, the following options are available:

Option 1: Withdraw the sewer infrastructure project and let the homeowners submit and qualify for advanced septic treatment funding from SOIRL

If chosen, withdrawing the Septic to Sewer Conversion project will allow all homeowners within the current J and K areas to seek reimbursement for septic replacements if the new septic system meets

all the advanced treatment requirements outlined in the SOIRL technical report. Brevard County Natural Resources Department will require a letter from the city to withdraw the project. Homeowners would be immediately eligible for to apply to Brevard County for individual septic system replacement dollars. Per the SOIRL website, the maximum reimbursement for advanced septic systems is $18,000 per lot. This option allows the greatest freedom of choice for homeowners but not complete removal of unwanted nutrients to the lagoon.

Option 2: Mandatory Participation. Require all homeowners to connect to the sewer system once completed. Council must determine how cost overruns are funded If cost overruns (if they occur) for public infrastructure are greater than SOIRL funding and any applicable grants, the cost above the available funding will be paid for by:

A) Utilities/Utility Rate Payers or
B) Homeowners

Each homeowner can apply for FDEP or SJRWMD grants through the city as available for additional reimbursements for septic abandonment, new sewer service line, hardscape replacements and potentially impact fee if allowed by the grant.

With mandatory participation, the city can apply for a grant from SJRWMD or FDEP for the short fall from SOIRL. Adopting a specific mandatory connect policy for the homeowners in the affected areas as well as a policy for non-compliance with enforcement actions detailed is needed. The details on enforcement to address homeowners who refuse to comply will need to be identified. The policy must address the costs not covered due to refusal to participate and the costs above allocated funding regardless of the source of funding.

In the above option, the cost overrun funding source for public infrastructure will need to be specifically stipulated as either a city utility responsibility or a homeowner responsibility. Mandatory participation ensures maximum reimbursement from SOIRL funding but may be insufficient. Homeowners can seek grants for new service lines and other related costs. If homeowners are to pay for infrastructure overruns, the estimated costs spread over 88 lots may create a large liability to the homeowners and that liability will vary on a lot-by-lot basis depending on actual costs associated with connecting a lot because of the varying lot characteristics and complexities (e.g., lot size and depth; obstructions such as walls, fences, trees, and accessory structures; location and accessibility of existing septic tank; length of lateral pipe run, etc.) related to installing a new lateral service line and removing the existing septic tank for each particular lot. For example, based on a very preliminary field inspection of the 88 lots, the lots were placed into four, very general groupings to demonstrate the potential range of estimated costs to the homeowners from the lowest group estimate of $24,420 (18 lots) to the highest group estimate of $62,640 (4 lots) (see attached). However, actual homeowner costs could be higher or lower for any particular lot depending on the characteristics and complexities of the lot as mentioned above.

To move forward with this project, homeowners will have to connect to the City's sewer system. As such, the City Council will need to adopt an ordinance requiring a citywide mandatory connection policy addressing lots that have existing septic when city sewer systems are or become available. The areas identified as Area J and Area K from the Brevard County Tetra Tech Report will be required to connect without exception due to the very close proximity of the homes to the lagoon and the environmental harm such as algae blooms and nutrient loading caused by the septic systems per the Tetra Tech report. Other properties east of US 1 with existing working septic systems, which are not

part of the Area J and Area K project and not currently eligible for the subject funding program currently under consideration in this agenda item, will likewise be required to connect at their own expense because of their proximity and potential environmental harm to the lagoon. The ordinance will also adopt enforcement procedures to enforce the mandatory sewer connection requirement and discontinuance of the homeowner's septic system. The additional costs and impact on funding eligibility on the City and homeowners associated with enforcement is unknown at this time and will depend on the number of homeowners that refuse abide by the mandatory connection policy and connect and participate in the project.

Homes outside Area J and K and outside the areas designated in the Tetra Tech report that are located west of US 1and have working septic systems and currently have access to the city sewer system can be granted exceptions to connect to the City's sewer system so long as their septic systems continue to function properly. Staff estimates there are approximately 124 parcels within the city limits that have current water accounts and have access to existing sewer but have no current sewer account. Exceptions approved for properties west of US1 would not force a customer to immediately connect to the City's sewer system, but such properties will be required to connect once their septic system fails in the future.

The Utilities Department will need to cash fund the project subject to review and upon securing mandatory participation, sign a contract with Brevard County to accept the funding reimbursement from SOIRL.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

As previously advised this item and/or subject has been before the Council six times.

RECOMMENDED MOTION:

To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion

The State Ethics Commission ruled that except for procedural or preliminary matters, Councilwoman Koss has a voting conflict of interest and cannot vote on making a final determination regarding the septic-to-sewer conversion project that would involve such a conversion for her residence (including Option 1 and Option 2) because she would receive guaranteed funds (gains) from the City and would have a mandatory outlay of funds she would personally incur if the project were underfunded (losses), thus, incurring a special private gain or loss under the voting conflict statute. Thus, Councilwoman Koss will not be voting on making a final determination regarding the project. The

remaining four (4) members of Council will need to provide final direction at this time.

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Frequently Asked Questions (FAQs)
House Bill (HB) 1379 Requirements for Enhanced Nutrient-Reducing Systems

Introduction

During the 2023 legislative session, the Florida Legislature passed House Bill (HB) 1379, Laws of Florida Chapter No. 2023-169. This law describes areas where enhanced nutrient-reducing onsite sewage treatment and disposal systems (ENR-OSTDS or "nitrogen-reducing systems") are required instead of conventional septic systems.

This guidance document is intended to help the public answer routine ENR-OSTDS questions. If questions are asked that are not included in this guidance, please refer to the contacts in the last question.

Who does HB 1379 apply to? Will HB 1379 impact me?

People who are required to apply for a new septic system (OSTDS) permit serving a property in specific regions of the state ("impacted areas") are affected by this legislation.

Specifically, people applying for a **new system construction permit for an OSTDS ("septic system") on a lot of one acre or less and within an "impacted area" will not be allowed to install a conventional septic system (septic tank and drainfield**). Instead, they must install a special system referred to as an enhanced nutrient-reducing onsite sewage treatment and disposal system (ENR-OSTDS or "nitrogen-reducing system"). This requirement became effective on **July 1, 2023**.

Permits for septic systems located within the Indian River Lagoon Protection Program area (portions of Volusia, Brevard, Indian River and St. Lucie Counties) have additional requirements. **Starting January 1, 2024**, all new septic systems on all lot sizes installed within this area must be an ENR-OSTDS. **By July 1, 2030**, any commercial or residential property with an existing septic system located within this area must connect to central sewer (if available) or upgrade to an ENR-OSTDS or other wastewater treatment system that achieves at least 65 percent nitrogen reduction.

How do I know whether my property is in an "impacted area"?

To determine if the property is within the "impacted area" or the Indian River Lagoon Protection Program area, see the BMAPs and Alternative Restoration Plans - OSTDS Requirements mapping tool.

When do I have to comply with the new law by? How are effective dates implemented?

Applications for new septic systems on lots one acre or less and in an impacted area must comply with nitrogen-reducing requirements unless they were received by the county health department prior to **July 1, 2023** and have been determined complete (except for the site evaluation).

In addition, within the Indian River Lagoon Protection Program area, starting **January 1, 2024,** new system applicants must install an ENR OSTDS on all property sizes. This means that applications for new septic systems on all lots and in the Indian River Lagoon Protection Program area must comply with nitrogen-reducing system requirements unless they were received by the county health department prior to **January 1, 2024** and have been determined complete (except for the site evaluation).

How do I know if I need a new system construction permit?

If you need to install a septic system where a system has never been installed before, you will need a new system construction permit. A new system construction permit is also required in some cases when replacing a complete system. See Memorandum DCEH 19-004 for more information on when new system construction standards are required.

What is an ENR-OSTDS?

An ENR-OSTDS is an advanced septic system that reduces nitrogen better than a conventional septic system. It can also be referred to as a "nitrogen-reducing system". ENR-OSTDS meet an overall 65% nitrogen-reducing standard.

There are three types of ENR-OSTDS: NSF 245 aerobic treatment units; nitrogen-reducing performance-based treatment system (nitrogen-reducing PBTS), and inground nitrogen-reducing biofilters (INRBs). For more information on these systems, please see Enhanced Nitrogen-Reducing OSTDS to Meet Requirements of HB 1379.

Why is reducing nitrogen important?

Nitrogen is a pollutant that can cause environmental and drinking water concerns. Discharge from onsite sewage treatment and disposal systems is one of many sources of nitrogen into the groundwater of Florida. The installation of nitrogen-reducing systems can lower the impact that OSTDS have on the state's ground and surface waters.

For more information, please visit the Division of Environmental Assessment and Restoration, Water Quality Restoration Program website or email the program at BMAPProgram@floridadep.gov.

Why do I have to do this?

During the 2023 legislative session, the Florida Legislature passed House Bill 1379, Laws of Florida Chapter No. 2023-169, which describes the areas in the state that require nitrogen-reducing OSTDS. This comprehensive environmental protection legislation covers a variety of environmental areas and supports the goals of Executive Order 23-06. It also builds on Florida's historic investments and accomplishments over the last four years in advancing the protection of our environmental resources. The Onsite Sewage Program is required to implement the components of the law within the program jurisdiction. Other regulatory components will be managed by agencies with jurisdiction over those other programs.

Can I be exempt from this law? Can a variance be granted?

Once an application has been denied for not meeting the requirements, what are the options? The usual (Chapter 381, section 381.0065(4)(h) F.S.) variance process for septic systems in not available for the ENR-OSTDS requirement. However, a person who is impacted by the ENR-OSTDS treatment requirements may petition for an **administrative hearing** filed under Sections 120.569 and 120.57, F.S. This action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action.

Is financial assistance available?

The Department of Environmental Protection (DEP) provides financial assistance to local governments (county, city, utilities) for water quality improvements. DEP recommends that the individual homeowners and businesses contact their local government for specific septic upgrade incentive programs to assist with upgrades to enhanced nitrogen reducing systems or septic to sewer conversions.

Who should I contact to ask more specific questions?

- General questions can be emailed to the Onsite Sewage Program at the Department of Environmental Protection at OSTDS_Feedback@floridadep.gov.
- Questions about a specific site or property should be directed to the applicable County Health Department Onsite Sewage Treatment and Disposal program.
- Specific questions regarding BMAPs, alternative restoration plan areas, or the map at BMAPs and Alternative Restoration Plans - OSTDS Requirements should be directed to the Division of Environmental Assessment and Restoration, Water Quality Restoration Program at BMAPProgram@floridadep.gov or 850-245-8460.
- All other questions can be directed to the DEP Onsite Sewage Program at 850-245-4070.

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

December 12, 2022

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Save Our Indian River Lagoon Contingency Fund Request for the City of Cocoa J and K Septic to Sewer Project

This is to correct the memorandum of October 26, 2022. The Board of County Commissioners, in regular session on October 25, 2022, authorized a $545,373 funding increase for the Zones J and K Septic to Sewer Project**, with a caveat to give the City of Cocoa 24 months to secure the funding, otherwise the City will have to reimburse the County.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/tr

cc: Finance
Budget

City Manager's Office
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8737
FAX: (321) 433-8685

September 8, 2022

Terri Breeden, Brevard County Natural Resources Management
2725 Judge Fran Jamieson Way
Melbourne, Florida 32940

Dear Ms. Breeden,

This letter modifies my previous letter to Mrs. Barker regarding additional funding for the J&K Septic to Sewer Project. Again, the Cocoa City Council, at its regular meeting on August 9, 2022, directed me to ask Brevard County for additional funding for the J&K Septic to Sewer Project.

As you and I discussed the current project budget is $5,467,559 for 88 homes in the J&K project area. As we advised our current estimate is based on 92 lots being included in the project scope and is not based on a bid price. Our current estimate is as follows.

Public Infrastructure Cost	$8,905,865
Private (Homeowners Costs)	$3,120,000
	$12,025,865

If the current project budget received 50/50 match funding of $5,467,559 the projected shortfall would be $1,090,747. The city would ask for the Citizen Oversight Committee's favorable approval of a request to the Board of County Commissioners for an additional budgetary allocation of $545,373 for the J&K Septic to Sewer Project. The additional budgetary allocation request is only half of the projected shortfall as 50/50 grant match funding is assumed.

Please call me if you have questions or require additional information and/or clarification.

Sincerely,

Stockton Whitten,
City Manager

cc: Cocoa City Council
Jack Walsh, Utilities Director

Areas J and K - Estimated Costs

11/29/2022

Septic to Sewer Project

Current SOIRL Funding - Infrastucture Reimbursement										
# of Connections Served by Project	Assumed Particpation Rate	Actual Connections made	Current Funding SOIRL	Grant Funding Pvt.	Grant Funding Public	Total Available Funding	Engineering Costs	Current Estimated Const. Cost Max.	Current Estimated Customer Cost	**Needed Funding Required or Surplus**
88	100%	88	$6,167,373	$1,560,000	$4,607,373	$12,334,746	$605,865	$8,300,000	$3,120,000	**$308,881**
	90%	79	$5,550,636	$1,404,000	$4,007,639	$10,962,275	$545,279	$8,300,000	$2,808,000	**-$691,004**
	80%	70	$4,933,899	$1,248,000	$3,562,346	$9,744,245	$484,692	$8,300,000	$2,496,000	**-$1,536,447**
	70%	62	$4,317,161	$1,092,000	$3,117,052	$8,526,213	$424,106	$8,300,000	$2,184,000	**-$2,381,892**
	60%	53	$3,700,424	$936,000	$2,671,759	$7,308,183	$363,519	$8,300,000	$1,872,000	**-$3,227,336**
	50%	44	$3,083,687	$780,000	$2,226,466	$6,090,153	$302,933	$8,300,000	$1,560,000	**-$4,072,780**
	40%	35	$2,466,950	$624,000	$1,781,173	$4,872,123	$242,346	$8,300,000	$1,248,000	**-$4,918,223**

Note : SOIRL funding based on new $70,083 per lot reimbursement ($6,167,373 for 88 lots)
Customer Grant Funding based on $35,454 per lot ($3.12M for 88 lots assumed)

Septic to Sewer Project 11/29/2022

Estimated Home Owner Costs (service line, remove septic, repairs, landscaping)

# of Connections Served by Project	Estimated Cost per Lot	Estimated Total Customer Cost
4	$62,640	$250,560
50	$30,960	$1,548,000
20	$27,960	$559,200
18	$24,420	$439,560
	Subtotal	$2,797,320
	Impact Fees	$161,000
	Total	$2,958,320

Range of Costs to be paid for by homeowners or by grant or in any combination

≈ $3,000,000

*Estimate based on field observation and GIS data and can vary

50/50 Funding	Expense Debit	Funding Credit		Expense Debit	Funding Credit
	High Cost Estimate			Low Cost Estimate	
Public Infrastructure Cost	($8,300,000)			($6,700,000)	
Eng/Bidding/Inspection	($605,865)			($605,865)	
SOIRL Funding match		$4,607,373			$4,607,373
Max Grant Funding		$4,607,373			$4,607,373
			$6,167,373		
Private Costs	($3,000,000)			($3,000,000)	
Eng/Bidding/Inspection	($120,000)			($120,000)	
SOIRL Funding match		$1,560,000			$1,560,000
Max Grant Funding		$1,560,000			$1,560,000
Totals	($12,025,865)	$12,334,746		($10,425,865)	$12,334,746
Needed Funding/Surplus	$308,881 *			$1,908,881 *	

* Note - surplus not possible with grants. The agencies will only reimburse based on actual expenses

Legislation Details (With Text)

File #:	24-594	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/3/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	
Title:	Bi-weekly Report from September 23 - October 4, 2024. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2024
Agenda Date: October 8, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Bi-weekly Report from September 23 - October 4, 2024.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only.

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Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: September 23, 2024 – October 4, 2024

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 10 received/ 4 closed out - $0 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Tevin Hudson Cummings – Industrial Electrician I, Utilities/Sellers, September 30, 2024
  - Sean Searle – Maintenance Worker II, Public Works/Streets, September 30, 2024
- Recent promotions
  - N/A
- Upcoming retirements
  - N/A

Communication and Economic Development

- Media Stories:
  - Lee Wenner Park Parking Lot, Boat Ramps and T-Dock will Close for Construction to Expand Parking Capacity
  - Amazon projects near completion in Daytona, Deltona. When will they open?
  - Cocoa City Council appointed Patricia Weeks to replace Matthew Barringer

    - Long awaited Amazon facilities to open in Brevard County
    - Cocoa seeks developer for vacant downtown site
    - Mayor Michael Blake elected president of FLC
    - Cocoa donates semi tractor to Brevard Adult Ed
    - Cocoa seeks developer for downtown site in Historic Cocoa Village
- New News Releases:
    - Travis Park Computer Lab Grand Opening
- Upcoming Events:
    - Save the Date: City of Cocoa Economic Showcase and Business Market, January 15, 2025, 4-6:30pm, Cocoa Civic Center
- Social media/e-newsletter statistics
    - Facebook
        - Post reach: 31,478
        - Post engagement: 3,897
        - Followers: 15,822
    - Twitter
        - Followers: 3,501
    - LinkedIn
        - Post impressions: 2,892
        - Followers: 1,278
    - NextDoor
        - Impressions: 2,883
        - Members: 5,427
    - August e-newsletter (Sent 8/2/24)
        - Sent to 710 contacts
        - 45% open rate (average open rate for e-mail marketing in 2022 is 17%)
    - Next printed FYI Newsletter mails October 1, 2024.
- Upcoming special events at Leisure Services facilities:
    - **Annual Alzheimer's Association Walk to End Alzheimers**
        - September 21, 2024, 8am-12pm
        - Riverfront Park
    - **HCVMS Under the Harvest Moon Sip and Stroll**
        - September 28, 2024, 5-9pm
        - Myrt Tharpe Gazebo and Cocoa Village

Community Services – update 10/4/24

- **New businesses –September 1-30, 2024**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Freedom Optical Inc	217 King Street, 32922	2	0	1	Optical Boutique For Eyeware- Licensed Optician
Strange Fork Bar & Grill LLC	109 Brevard Avenue, 32922	1	1	1	Restaurant new Location-
His & Hers Cigar Lounge, LLC	412 Brevard Ave, 32922	2	0	1	Cigar Lounge
WVP of Florida LLC-DBA Cocoa Vet Hospital	2325 Highway 524, 32926	18	2	3	New owner - New Name **Veterinary Clinic
JLM Windows, LLC	440 Shearer Blvd, 32922	3	2	2	New Window Installation business
8 Esthetics Spa LLC DBA Village Day Spa	503 Delannoy Ave, 32922	0	3	1	New Day Spa Business
Home Business BTR	**Physical Address**	**# FT Employees**	**# Pt Employees**	**Council District**	**Description**
Green Path Landscape, LLC	1208 Alamanda Lane, 32922	0	0	2	Landscape business Home office only
Budget Breeze A/C, LLC	122 Rosa L Jones Drive, 32922	0	0	1	Air conditioning business Office use only
Dee Care Sevices Inc	1934 Ivy lane, 32922	1	0	4	Home Care services/ Personal home care
Sheri's Pampered Pet Grooming Inc	5102 Talbot Blvd, 32926	0	0	3	Mobile Grooming Service
KW Controller Inc	164 Woodsmill Blvd # 78, 32926	0	0	3	Accounting services Office use only

LuxeRide Transport, LLC	**770 Sorrento Drive, 32922**	**8**	**4**	**1**	**Transportation Services**
Over the Top Improvements, LLC	**2110 Michigan Ave, 32926**	**0**	**0**	**3**	**Handyman Services**
AK Pro Services, LLC	**1825 Baylor Court , 32922**	**0**	**0**	**4**	**Handy man Services & Lawn services**

September 1-30 building inspections – 401

September 1-30 building permits issued – 95

Finance

- Finance processed hurricane payroll due to Hurricane Helene. This was not a disaster declared by FEMA, so the City will bear the full cost of Category B – Emergency Measures. It is anticipated that the only cost for the category will be payroll & food provided to those who reported from 8AM 9/26 to 8AM 9/27.
- The Finance Department has been notified that City's auditing firm of MSL, PA is merging with Forvis Mazars effective November 1, 2024. There no changes to the audit contract currently in place. Forvis Mazars is a leading global professional services network operating under a single brand with just two members: Forvis Mazars, LLP in the United States and Forvis Mazars Group SC, an internationally integrated partnership operating in over 100 countries and territories. Both members share a commitment to providing an unmatched client experience, delivering audit & assurance, tax, advisory and consulting services across the globe.
- Annual inventory of the warehouse and fuel was completed by 9/30/24.

Fire Department

- The FireBlast training trailer has been returned to Fire Station 1.
- Recruit Firefighters graduated from Fire School (EFSC) on May 29th,2024 and have been added to staffing as full-time employees.
- Multiple Public Relations events attended by crews.
- New Brush truck arrived August 2024 and is currently awaiting modifications at Fleet.
- Crews worked several special events in downtown Cocoa Village over the last month with several more on the calendar.

Information Technology

- Project updates/highlights
  - Upgraded Hardware procured for CH Hosts
  - UCP Operational for deployment
  - Valencia College intern continues assignment in IT
- Helpdesk stats as of 9/20/2024
  - 151 open helpdesk tickets
  - 498 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 5359 tickets opened in last 365 days

Police Department Updated 9/9/24-9/20/24

- Activity/Event highlights
  - Faith Leaders Meeting with Chief Collier 9/12
  - Police academy graduation for Jason Dowty 9/18
- New project/training updates
  - None
- Chief's walk highlights
  - Next chief's walk is scheduled for 9/25 Auburn Dr
- Community engagement highlights/events
  - Preparing for National Night Out on 10/1
- Call stats-Crime Stats: January 1, 2024- September 15, 2024 (For comparison purposes January 1, 2023-September 15, 2023, data is also included)
  - Property Crimes Offenses have decreased by 2%.
  - Violent Crime Offenses decreased by 10%
  - Overall, crime offenses have decreased by 4%.
- Code Enforcement stats/highlights/Activity:
  September 9, 2024-September 20, 2024
- New CODE Manager Tom Wilkinson started

Active Cases	43
Complied Cases	10
Code Board Cases scheduled for	4
Snipe Signs Pulled	60

Highlights:

- Working on Outstanding Business Tax Receipts.

- Working on increased lien reduction requests as a result of compliance being achieved and PD Assist calls – public health/safety.

- Working to resolve Hot Topics: Homeless camps & blighted vacant lots on US-1 & Bracco Pond & zoning violations.

Other Mentions:

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – Under Construction
  - Lee Wenner Park Parking Lot Improvements Project – Under Construction
- Work order stats (received/closed)
  - 123 received
  - 109 closed
  - Residential Bulk Green Waste Requests This Period: 119
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
  - FDOT
    - SR 524 PD&E Study (437983-1) – In Progress
    - SR 501 Safety Project (447085-1) – Under Construction
    - SR 528 Widening and Reconstruction (407402-3) – In Design
    - SR 520 Safety Project Cox to Aurora (445689-1) - Under Construction
    - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
  - Brightline/FEC
    - SCTPO wrapping up the Intermodal Station Feasibility Study.
    - RCE Grant Application – 4 quadrant gates at W. Highland crossing – Submitted by SCTPO.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations – September
  - WFO Issued Work Orders – 1,097
  - WFO Completed Work Orders – 970

- Hydrants Flushed – 474
- Valves Exercised – 13
- Utility Locate Requests – 2,360
- SFO Issued Work Orders – 121
- SFO Completed Work Orders – 84

Legislation Details (With Text)

File #:	24-597	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/3/2024			**In control:**	City Council
On agenda:	10/8/2024			**Final action:**	
Title:	Informational Only – The City of Cocoa's Open Board Vacancies.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2024
Agenda Date: October 8, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Informational Only - The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current vacancies:

Board of Adjustment
- 2 Regular member vacancies
- 2 Alternate member vacancies

Code Enforcement Board
- 1 Alternate member vacancy

Planning and Zoning
- 1 Regular member coming up for reappointment

Police Advisory Board
- 3 Regular member vacancies

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.
- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:
Interested residents can apply on the City of Cocoa's website at www.cocoafl.gov under Your Government> Boards and Committees> Vacancies.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only.